



City Council – Meeting Agenda
February 6, 2018 – 5:00 P.M. – Foley City Hall
MEETING MUST END BY 6:00 P.M. DUE TO CAUCUS!

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
 - Approve minutes of January 2, 2018.
 - Adopt Resolution #2018-05 Adopting Data Practices Policy
 - Approve hiring of Angie Milo, Nathan Fisher and Michael Barros as part-time police officers.
 - Approve re-hiring of Eric Heck as temporary part-time police officer.
 - Approve library grant agreement.
 - Approve quote for library windows and push button door (library grant funds).
 - Approve quote for City Hall window/counter installation.
 - Approve City of Foley TIF application form.
 - Adopt Resolution #2018-08 Accepting Donation.
 - Approve payment of bills.
5. Foley Public Schools – Paul Neubauer – Support for Core Values
 - Adopt Resolution #2018-06 Supporting Core Values of Foley Public Schools
6. 2018 Dewey/2nd/3rd/Gopher/Broadway Project
 - Update on Plans & Specs – Prepare for Bid – Jon Halter, City Engineer
 - Resolution #2018-07 Approving Plans & Specs and Ordering Bid Advertisement for 2018 Improvements
7. Mayor's Comments & Open Forum.
8. Department Reports:
 - Police Department –Katie McMillin
 - Update on south emergency siren.
 - City Engineer – Jon Halter
 - Public Works – Mark Pappenfus
 - Update on Mariah Drainage Issue
 - Update on utility loader replacement.
 - Administration – Sarah Brunn
 - Discussion on Norman Avenue N “No Parking”
9. Old Business
 - Update on wastewater facility plan
10. New Business
11. Adjourn

CITY OF FOLEY, MINNESOTA
REGULAR CITY COUNCIL MEETING – January 2, 2018

The Foley City Council held a regular meeting on January 2, 2018, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Kris du'Monecaux, Brian Weis, and Gary Swanson.

Members Absent: None

The pledge of allegiance was recited.

Motion by Swanson, seconded by du'Monceuax, to approve the agenda. Motion carried, unanimous.

Consent Agenda

Motion by du'Moncaux, seconded by Gondeck, to approve the consent agenda which contains the following:

- Approve minutes December 5, 2017.
- Adopt Resolution #2018-03 Approving Financial Management Plan.
- Approve payment of bills paid for checks #50156 - #50231.

Motion carried, unanimous.

Discussion on Public Safety Committee

There was discussion on the public safety committee. A history of the public safety committee was discussed and possible elimination. Gondeck provided an overview of being on the committee and indicated the major functions have been satisfied.

Motion by Gondeck, seconded by duMonceaux, to adopt Resolution #2018-04 to eliminate the committee. Motion carried, unanimous.

Discussion on 2018 Annual Appointments

City Administrator Brunn indicated Roger From had not submitted a letter of interest for the planning commission. The council discussed the importance of being on a committee and regularly attending meetings. There was discussion on if any other interest for appointment are shown if they could be added later. Brunn indicated the council could add if interest is shown at a later date. Motion by Swanson, seconded by Weis, to approve the 2018 annual appointments as presented.

Official Newspaper: *Benton County News*

Official Process Server: *Benton County Sheriff*

Health Officer: *Dr. Kevin Stiles*

Health Board Members: *Charlotte Monroe, Jeannie Rajkowski*

City Engineering Firm: *Short Elliott Hendrickson, Inc.*

City Attorney: *Rinke-Noonan*

City Building Inspector: AllSpec Services

City Auditor: Schlenner & Wenner

Gilmanton Township Planning Board Rep: City Administrator & Mayor Gerard Bettendorf

Benton Economic Partnership – City Administrator & Mayor Gerard Bettendorf

Board of Equalization: Not appointed – handled at county level thru 2020.

Acting Mayor: Jeff Gondeck

Official Depository: City Administrator - approve the depositories for City Funds

Approve Collateral: City Administrator - approve the collateral for City investments

Approve bonding of the City Administrator – annual renewal

Emergency Manager: Police Chief McMillin

Library Board (2018-2020): Dawn Magnuson, Bethany Silverness

Planning Commission (2018 – 2020): No interest

Economic Development Authority (2018 – 2021): Bernie Peterson

Personnel Committee (2018): Mayor Gerard Bettendorf, Jeff Gondeck

Housing Advisory & Appeals (2018 – 2020): Planning Commission

Discussion on Coborn's - Sign Permit Site Plan Review

There was discussion on the application needing a certificate of survey prior to the issuance of a building permit and approval should be contingent on that. Motion by Gondeck, seconded by Swanson, to approve the application with the survey condition reviewed by staff prior to the issuance of a permit. Motion carried, unanimous.

Tobacco Violation – SuperAmerica & Casey's General Store

Mayor Bettendorf recessed the regular city council meeting at 5:38 p.m. to conduct the public hearing on the tobacco violations of SuperAmerica and Casey's General Store. Jason Denne, 18470 87th Street SE, Becker, MN. 55308, the supervisor of the store, was at the meeting to discuss the training program and remediation to ensure no future violations occur. Chad Rodemacker, 2152 4th Street N, Sartell, MN, manager of the SuperAmerica store in Foley, reviewed the violation and how they are going to prevent the issue from happening again. Rodemacker also gave an overview of their past compliance check successes. Mayor Bettendorf reconvened the regular city council meeting at 5:42 p.m. Motion by du'Monceaux, seconded by Swanson, to assess a \$75 fine to the entities. Motion carried, unanimous.

TA Application Overview

City Administrator Sarah Brunn and City Engineer Jon Halter gave an overview of the TA application and costs. Motion by du'Monceaux, seconded by Swanson, to adopt Resolution

2018-01 Agreeing to Maintain Facility and 2018-02 Approving TA Application and Funding Commitment. Motion carried, unanimous.

Discussion on Mariah Drive Drainage Issues

Public Works Director Mark Pappenfus gave an overview of drainage issues. There are no close catch basins and no place for the water to go. Road improvements or the creation of swales is a possible solution. Staff asked the council to view the area and indicated they will keep the council updated on the condition over the winter.

Mayor's Comments and Open Forum

The mayor reminded the council and staff of the bloodmobile occurring tomorrow at Henry's Catering.

Department Reports

Police Chief Katie McMillin gave an overview of the monthly law enforcement report. McMillin also reviewed the staffing shortage. The Business Expo, Fun with Police and Health Fair are all upcoming events.

Adam Ripple, City Attorney had no report.

Jon Halter, City Engineer updated the council on the Dewey/Gopher project. Approval of plans will be coming forward in February. Construction will begin as soon as possible in the spring. Halter also indicated preparing quotes for the downtown parking lot and bringing those forward in February. Bettendorf asked about the work in front of the Foley Funeral Home. Staff will follow up with reviewing the agreement. Staff also indicated there would be some tree removal that will occur prior to the project. Tree replacement could be added to the project costs if the council desires.

Public Works Director Mark Pappenfus updated the council on the opening of the skating rink in Lion's Park.

City Administrator Sarah Brunn updated the council on the business expo occurring on February 3, an upcoming conference call on the antidegradation process, and the planned fiscal presentation for the new debt service issuance scheduled early in the year.

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

Sarah A. Brunn, Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 - 05

A RESOLUTION ADOPTING THE CITY OF FOLEY'S DATA PRACTICES POLICY FOR
DATA SUBJECTS AND MEMBERS OF THE PUBLIC AND POLICY ENSURING THE
SECURITY OF NOT PUBLIC DATA

WHEREAS, the Minnesota Data Practices Act, Minnesota Statute Chapter 13, requires access to data collected by local government; and

WHEREAS, the Minnesota Data Practices Act requires local governments to name a person as the Responsible Authority; and

WHEREAS, the Responsible Authority is the person responsible having knowledge of the different classifications of data, collecting and disseminating data, managing the City's Data Practices Policy, and receiving and filling data requests;

WHEREAS, having a policy document provides the City of Foley clear direction according to the Minnesota State Statutes to administer the access to collected data;

WHEREAS, the City has developed a list of private and confidential data maintained by the City;

WHEREAS, the City has created a policy to ensure the security of not public data;

WHEREAS, the City has incorporated into all job descriptions when and how access to not public data is allowed;

NOW THEREFORE BE IT RESOLVED that the Foley City Council hereby adopts the City of Foley Data Practices Policies for Data Subjects and Members of the Public and the Policy for Ensuring the Security of Not Public Data in order to administer Data Compliance under Minnesota State Statute Chapter 13, the Government Data Practices Act.

PASSED AND ADOPTED by the City Council of the City of Foley this 6th day of February, 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Data Practices Policy for Members of the Public

CITY OF FOLEY, MINNESOTA

This document is required by Minnesota Statutes, Section 13.025, Subdivision 2 and shall be reviewed and updated annually.

Right to Access Public Data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

The Government Data Practices Act also provides that the City of Foley must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that the City of Foley keeps, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 4. You may make your request for data in person, by mail, fax, or email using the data request form on page 6.

If you choose not to use the data request form, your written request should include:

- that you, as a member of the public, are making a request for data under the Government Data Practices Act, Minnesota Statutes, Chapter 13;
- whether you would like to look at the data, get copies of the data, or both; and
- a clear description of the data you would like to inspect or have copied.

The City of Foley cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How We Respond to a Data Request

Upon receiving your request, we will work to process it.

- If we do not have the data, we will notify you in writing as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - arranging a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - providing you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies,

you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format. Copy charges must be pre-paid before we provide the copies to you. Information about copy charges in on page 5.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, the Government Data Practices Act does not require us to answer questions that are not requests for data.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. We will prepare summary data if you make your request in writing and pay for the cost of creating the data. Upon receiving your written request – you may use the data request form on page 6 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge. The City of Foley may delegate the power to prepare summary data to a person outside of the entity if the person's purpose is set forth, in writing, and the person agrees not to disclose, and the City of Foley reasonably determines that the access will not compromise private or confidential data on individuals.

Sample Contract Provision

When it is necessary for authorized third parties to access data on individuals, the City will require contract provisions similar to the following:

Contractor will have access to data collected or maintained by the City of Foley to the extent necessary to perform Contractor's obligations under this contract.

Contractor agrees to maintain all data obtained from the City of Foley in the same manner as the City of Foley is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City of Foley. Contractor agrees to defend and indemnify the City of Foley from any claim, liability, damage or loss asserted against the City of Foley as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City of Foley, as requested by the City of Foley.

Data Practices Contacts

Responsible Authority

Sarah A. Brunn, City Administrator
251 4th Avenue N
PO Box 709
Foley, MN 56329
Phone: 320-968-7260 Fax: 320-968-6325
Email: sbrunn@ci.foley.mn.us

Data Practices Compliance Official

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Foley, MN 56329
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Email: sbrunn@ci.foley.mn.us

Data Practices Designee(s)

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or

Katie McMillin, Police Chief
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PO Box 709
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Phone: 320-968-7260 Fax: 320-968-6325
Email: kmcmillin@ci.foley.mn.us

Other positions responsible for maintenance of City records are as apparent or assigned.

Copy Costs – Members of the Public

This government entity charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, Section 13.03, Subdivision 3(c). You must pay for the copies before we will give them to you.

For 100 or Fewer Paper Copies – 25 cents per page

100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most Other Types of Copies – Actual cost

The charge for most other types of copies, when a charge is not set by statute or resolution, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by fax).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is \$25.00 to \$125.00 per hour, depending on the position. An effort will be made to have the employee with the lowest rate perform the work.

If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

City of Foley – Data Request Form
To be Completed by Requester – Please Print

Requester Name: _____ Phone Number: _____
Street Address: _____ Fax Number: _____
City, State, Zip: _____ Email Address: _____
Signature: _____ Date of Request: _____

Note: According to MS § 13.05, Subd. 12, persons are not required to identify themselves, or state a reason for or justify a request for public data

Forward information by: ☐ Email ☐ Mail ☐ Fax ☐ Call for Pick-Up

Description of Information Requested – Be as Specific as Possible – Use the Back of This Form if Necessary:

To be Completed by City Department

Department Name: _____ Handled by: _____

Information Classified as:

- ☐ Public ☐ Non-Public
☐ Private ☐ Protected Non-Public
☐ Confidential

Action:

- ☐ Approved
☐ Approved in Part (Explain below)
☐ Denied (Explain below)

Remarks or basis for denial including statute section:

Note: According to MS § 13.03, subd. 3, authorizes us to charge fees to recover costs to provide copies of data, including costs associated with searching, compiling, copying, mailing, or otherwise transmitting data. Prepayment is required prior to receiving copies of data. We do not charge for inspection of data or for separating not public data from public data.

Copy Charges:

_____ Pages x .25¢ per Page = \$ _____
Employee Time _____ Hours @ \$ _____ = \$ _____
Other Charges _____ = \$ _____
Date Delivered: _____ Total Charges: \$ _____

Identity Verified for Private Information:

- ☐ Identification: Driver's License, State Id, Etc.
☐ Comparison with Signature on File
☐ Personal Knowledge
☐ Other: _____

Data Practices Policy for Data Subjects

CITY OF FOLEY, MINNESOTA

This document is required by Minnesota Statutes, Section 13.025, Subdivision 3 and shall be reviewed and updated annually.

Data About You

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

Classification of Data About You

The Government Data Practices Act presumes that all data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

1. **Public data:** We must give public data to anyone who asks; it does not matter who is asking for the data or why.

The following is an example of public data about you: The names of City of Foley employees

2. **Private data:** We cannot give private data to the general public, but you have access when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who need the data to do their work, and as permitted by law or court order.

The following is an example of private data about you: Social Security Numbers

3. **Confidential data:** Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our government entity staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

The following is an example of confidential data about you: The identity of the subject of an active criminal investigation.

Your Rights Under the Data Practices Act

The City of Foley must keep all data in a way that makes it easy for you to access data about you. Also, we can collect and keep only data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

- **Access to Your Data**

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are the appointed guardian.

Minors have the right to ask this government entity not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We will ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. (Please see the notice to persons under the age of 18 form located on page 9.) We will make the final decision about your request based on your best interests. **Note:** Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

- **When We Collect Data From You**

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessean warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you must use the consent form we provide.

- **Protecting Your Data**

The Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

- **When Your Data are Inaccurate and/or Incomplete**

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request for Your Data

To look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 5. You may make your request in person, by mail, fax, or email using the data request form on page 7.

If you choose not to use the data request form, your written request should include:

- that you are making a request, under the Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you;
- whether you would like to inspect the data, have copies of the data, or both;
- a clear description of the data you would like to inspect or have copied; and

- identifying information that proves you are the data subject, or data subject's parent/guardian.

The City of Foley requires proof of your identity before we can respond to your request for private data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of guardianship. Please see the Standards for Verifying Identity located on page 10.

If you request to have your private data released to another person or persons it must be by written request in person to the person listed in the Data Practices Contacts on Page 5. You must make this request by using the consent to release private data form on page 8.

How We Respond to a Data Request

Once you make your request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - arranging a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - providing you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 6.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Data Practices Act to respond to questions that are not specific requests for data.

Data Practices Contacts

Responsible Authority

Sarah A. Brunn, City Administrator
251 4th Avenue N
PO Box 709
Foley, MN 56329
Phone: 320-968-7260 Fax: 320-968-6325
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Data Practices Designee(s)

Monica Shaw, Accounting & Administrative Clerk
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Phone: 320-968-7260 Fax: 320-968-6325
Email: sjbrown@ci.foley.mn.us

or

Katie McMillin, Police Chief
251 4th Avenue N
PO Box 709
Foley, MN 56329
Phone: 320-968-7260 Fax: 320-968-6325
Email: kmcmillin@ci.foley.mn.us

Other positions responsible for maintenance of City records are as apparent or assigned.

Copy Costs – Data Subjects

The City of Foley charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, Section 13.04, Subdivision 3. You must pay for the copies before we will give them to you.

Actual Cost of Making the Copies

In determining the actual cost of making copies, we factor in employee time, cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to make copies is \$25.00 per hour.

City of Foley – Data Request Form
To be Completed by Requester – Please Print

Requester Name: _____ Phone Number: _____
Street Address: _____ Fax Number: _____
City, State, Zip: _____ Email Address: _____
Signature: _____ Date of Request: _____

Note: According to MS § 13.05, Subd. 12, persons are not required to identify themselves, or state a reason for or justify a request for public data

Forward information by: ☐ Email ☐ Mail ☐ Fax ☐ Call for Pick-Up

Description of Information Requested – Be as Specific as Possible – Use the Back of This Form if Necessary:

To be Completed by City Department

Department Name: _____ Handled by: _____

Information Classified as:

☐ Public ☐ Non-Public
☐ Private ☐ Protected Non-Public
☐ Confidential

Action:

☐ Approved
☐ Approved in Part (Explain below)
☐ Denied (Explain below)

Remarks or basis for denial including statute section:

Note: According to MS § 13.03, subd. 3, authorizes us to charge fees to recover costs to provide copies of data, including costs associated with searching, compiling, copying, mailing, or otherwise transmitting data. Prepayment is required prior to receiving copies of data. We do not charge for inspection of data or for separating not public data from public data.

Copy Charges:

_____ Pages x .25¢ per Page = \$ _____
Employee Time _____ Hours @ \$ _____ = \$ _____
Other Charges _____ = \$ _____

Identity Verified for Private Information:

☐ Identification: Driver's License, State Id, Etc.
☐ Comparison with Signature on File
☐ Personal Knowledge
☐ Other: _____

Date Delivered: _____ Total Charges: \$ _____

Consent to Release Private Data

I, _____, authorize the City of Foley ("City") to release the
(print name)
following private data about me:

to the following person or people:

The person or people receiving the private data may use it only for the following purpose or purposes:

This authorization is dated _____ and expires on _____.
The expiration cannot exceed one year from the date of the authorization, except in the case of
authorizations given in connection with applications for life insurance or non-cancelable or guaranteed
renewable health insurance and identified as such, two years after the date of the policy.

I agree to give up and waive all claims that I might have against the City, its agents and employees for
releasing data pursuant to this request.

x _____
Signature

Identity verified by:

- ☐ Identification: Driver's License, State ID, Passport, other: _____
- ☐ Comparison with signature on file
- ☐ Personal Knowledge
- ☐ Other: _____

Responsible Authority/Designee: _____

Notice to Persons Under the Age of 18

Some of the information you are asked to provide is classified as private under state law. You have the right to request that some of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect you from physical or emotional harm,
- Whether there is reasonable grounds to support your reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: _____

Date: _____

BY: _____

(title)

Request to Withhold Information

I request that the following information: _____

Be withheld from: _____

For these reasons: _____

Date: _____ Print Name: _____ Signature: _____

Standards for Verifying Identity

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A **minor individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID
- The **parent or guardian of a minor** must provide a valid photo ID *and either*
 - a certified copy of the minor's birth certificate *or*
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - ❖ a court order relating to divorce, separation, custody, foster care
 - ❖ a foster care contract
 - ❖ an affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

**Data on Individuals
Maintained by the City of Foley**
February 2018

This document identifies the name, title and address of the Responsible Authority for the City of Foley, inventories and describes private or confidential data on individuals maintained by the City of Foley (see Minn. Stat. 13.025 and 13.05 and Minn. Rules 1205.1200)

This document is also part of the City of Foley's procedures for ensuring that not public data are only accessible to individuals whose work assignment reasonably requires access (see Minn. Stat. 13.05, Subd. 5). In addition to the employees listed, the City of Foley's Responsible Authority, Data Practices Compliance Official, City Administrator, Chief of Police and City Attorney will also have access to all not public data on an as needed basis as part of a specific work assignment. This document shall be reviewed and updated annually.

The City of Foley's Responsible Authority is:

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

Direct all questions about this document to the City of Foley's Data Practices Compliance Official (DPCO):

Sarah A. Brunn, City Administrator
sbrunn@ci.foley.mn.us
Phone: 320-968-7260
Fax: 320-968-6325
251 4th Avenue N
PO Box 709
Foley, MN 56329

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Data on Individuals Maintained by the City of Foley

The following data are maintained by more than one division within the City of Foley

Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
Security information	Data that would substantially jeopardize the security of information, possessions individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury, if the data were released to the public	Private	MS 13.37	Certain employees on an as needed basis as part of specific work assignments
Civil investigative data	Data that are collected in order to start or defend a pending legal action, or because a civil legal action is expected	Confidential Public	MS 13.39	Certain employees on an as needed basis as part of specific work assignments
Comprehensive law enforcement data	Data created or collected by law enforcement agencies which document any actions taken by them	Public Private Confidential	MS 13.81	Police staff on an as needed basis as part of specific work assignments
Social Security numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Certain employees on an as needed basis as part of specific work assignments
Personnel data	Data about employees, applicants, volunteers, and independent contractors; labor relations information	Public Private Confidential	MS 13.46 179A.03, Subd. 4	Certain employees on an as needed basis as part of specific work assignments
Correspondence	Letters and electronic correspondence	Public Private Confidential	Various	Certain employees on an as needed basis as part of specific work assignments
Continuity of operations	Personal home contact information used to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of operation of a government entity	Private	MS 13.43, Subd. 17	Certain employees on an as needed basis as part of specific work assignments

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Personal contact and online account information	Telephone number, email address, usernames and passwords collected, maintained, or received by a government entity for notification purposes or as part of a subscription list for an entity's electronic periodic publications as requested by the individual	Private	MS13.356	Certain employees on an as needed basis as part of specific work assignments
Attorney data	Data related to attorney work product or data protected attorney – client privilege	Private	MS13.393	Certain employees on an as needed basis as part of specific work assignments

Administration

Responsible Authority (Name & Title)		Data Practices Compliance Official (DPCO)		Department	
Sarah A. Brunn, City Administrator		Sarah A. Brunn, City Administrator		Administration	
Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329	
Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access	
Administrations response to data requests	Data collected by City of Foley data practices compliance official in response to requests for data maintained by the City of Foley	Public Private	Various	Administration staff on an as needed basis as part of specific work assignment	
Internal audit data	Data created, collected, and maintained for the purpose of performing audits and / or relating to an audit or investigation; Working papers gathered or generated until the final report is published or audit becomes inactive	Public Private Confidential	MS 13.392 MS 13.43 MS 13.37	Administration staff on an as needed basis as part of specific work assignment	
Social Security numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Administration staff on an as needed basis as part of specific work assignment	
Personal contact and online account information	Telephone number, email address, usernames and passwords collected, maintained, or received by a government entity for notification purposes or as part of a subscription list for an entity's electronic periodic publications as requested by the individual	Private	MS13.356	Administration staff on an as needed basis as part of specific work assignment	
Government services transaction data	Credit card, charge card, debit card and other electronic transactions	Private	MS 16A.626	Administration staff on an as needed basis as part of specific work assignment	
Government services transaction data	Checking account numbers	Private	MS 13.37 subd. 1	Administration staff on an as needed basis as part of specific work assignment	

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Property data	Complaints of violation of ordinances by individuals	Private	MS 13.44 Subd 1	Administration staff on an as needed basis as part of specific work assignment
Real property appraisal data	Estimated or appraised values of individual parcels of real property that are made by personnel of the city or by independent appraisers for the purpose of selling or acquiring land through purchase or condemnation	Public Confidential	MS 13.44, Subd. 3 (a), 3(c)	Administration staff on an as needed basis as part of specific work assignment
Real property appraisal data	Appraised values of individual parcels of real property that are made by appraisers working for fee owners or contract purchasers who have received an offer to purchase their property from the City	Public Private	MS 13.44, Subd. 3 (b), 3(c)	Administration staff on an as needed basis as part of specific work assignment
Appointment files	Lists appointments of individuals by mayor and or board, or council to various boards, commissions and committees including application to commission – including appointment files of those not appointed	Public Private	MS 13.43 Subd. 3 MS 13.601	Administration staff on an as needed basis as part of specific work assignment
Bids, quotations and RFP's accepted	Bids, quotations and requests for proposal accepted and by council	Public Non-Public	MS 13.37 Subd. 2 MS 13.59	Administration staff on an as needed basis as part of specific work assignment
Bids, specifications, RFP's and supporting documents not accepted	Bids, specifications, requests for proposals and supporting documents not accepted by Council	Public Protected Non-Public	MS 13.37 MS 13.59	Administration staff on an as needed basis as part of specific work assignment
Real property complaints	Complaints by citizens about the use of real property	Public Private Confidential	MS 13.44	Administration staff on an as needed basis as part of specific work assignment
Historical correspondence	Correspondence to / from mayor and city administrator. Official correspondence that documents important events or major functions of the office. Usually deals with a specific topic, issue, organization or individual	Public Private	MS 13.601	Administration staff on an as needed basis as part of specific work assignment

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Grants	Miscellaneous grant programs and stipulations	Public Private Non-Public	MS 13.35	Administration staff on an as needed basis as part of specific work assignment
Audio recordings of closed meetings	Audio recordings of closed meetings including labor negotiations, security information and the purchase or sale of real property	Public Non-Public	MS 13D.05 MS 13.37 MS 13D.03	Administration staff on an as needed basis as part of specific work assignment
Animal and pet licenses	Rabies, vaccinations, etc	Public Private	MS 13.41	Administration staff on an as needed basis as part of specific work assignment
Denied applications for permits or licenses	Applications for licensing or permits that have been denied	Public Private Non-Public	MS 13.41	Administration staff on an as needed basis as part of specific work assignment
Commercial building Permits	Applications and Summary Data	Public Non-Public	MS 13.37	Administration staff on an as needed basis as part of specific work assignment
Residential building Permits	Applications and Summary data	Public Non-Public	MS 13.37	Administration staff on an as needed basis as part of specific work assignment
Attorney opinions	Official opinions regarding questions of legal rights or liabilities affecting operating departments	Public Private Non-Public Protected Non-Public	MS13.393 MS 13.39	Administration staff on an as needed basis as part of specific work assignment
Civil litigation files	Judgments, settlements, releases and correspondence involving civil litigation	Public Private Confidential Non-Public	MS 13.39	Administration staff on an as needed basis as part of specific work assignment
Investigative Files	Includes requests for investigation, work papers and final reports. Research conducted but no litigation takes place	Public Private Confidential Protected Non-Public	MS 13.39	Administration staff on an as needed basis as part of specific work assignment

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Property files	Files involving land acquisitions, condemnations, land sales, lawsuits related to property platting, registration, proceedings subsequent, title issues, assessments, land use issues, development agreements, etc. Files will include correspondence, deeds, titles, affidavits, death certificates, sale appraisals, court documents, research, attorney's opinions, abstracts and pictures	Public Private Confidential Protected Non-Public	MS 13.39	Administration staff on an as needed basis as part of specific work assignment
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EDA / Planning

Responsible Authority (Name & Title)		Data Practices Compliance Official (DPCO)		Department	
Sarah A. Brunn, City Administrator		Sarah A. Brunn, City Administrator		Administration	
Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329	
Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access	
Income property assessment data	Data collected from individuals or business entities concerning income properties including detailed income and expense figures, average vacancy factors, verified net rentable areas or net usable areas, anticipated income and expenses, projected vacancy factors and lease information.	Private Non-Public	MS 13.51	EDA and Planning staff on an as needed basis as part of a specific work assignment	
Business data	Data that is submitted to the City by a business requesting financial assistance or a benefit financed by public funds	Private Non-Public	MS 13.591	EDA and Planning staff on an as needed basis as part of a specific work assignment	
Grants	Requests, responses and evaluation of grant applications	Public Private Non-Public	MS 13.599	EDA and Planning staff on an as needed basis as part of a specific work assignment	
Property acquisition	Deeds, contracts, correspondence, purchase valuation data, agreements and property data in regards to property acquisitions	Public Confidential Protected Non-Public	MS 13.44 MS 13.585	EDA and Planning staff on an as needed basis as part of a specific work assignment	
Commercial and industrial building plans	Commercial and industrial building plans including architectural, design specifications, structural and utility plans	Public Private Non-Public	MS 13.37 Subd. 1 (b) MS 541.051	EDA and Planning staff on an as needed basis as part of a specific work assignment	

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Residential building plans	Residential building plans including architectural, design specifications, structural and utility plans	Public Private Non-Public	MS 13.37 Subd. 1 (b)	EDA and Planning staff on an as needed basis as part of a specific work assignment
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Finance

Responsible Authority (Name & Title)		Data Practices Compliance Official (DPCO)		Department	
Sarah A. Brunn, City Administrator		Sarah A. Brunn, City Administrator		Finance	
Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329	
Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access	
Employee expense reports	Expense reimbursement requests	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments	
Travel expense / per diem reports for council, board and committee members	Travel expense reimbursement requests	Public Private	MS 13.601 MS 13.43	Finance staff on an as needed basis as part of specific work assignments	
Workers compensation billings	Records of billings from Department of Employee Relations for employees who receive workers compensation benefits	Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments	
Unemployment compensation billings	Records of billings from Department of Employment and Economic Development for employee unemployment compensation	Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments	
Social Security numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Finance employees on an as needed basis as part of specific work assignments	
Government services transaction data	Credit card, charge card, debit card and other electronic transactions	Private	MS 13.37 MS 16A.626	Finance staff on an as needed basis as part of specific work assignments	
Government services transaction data	Checking account numbers submitted by customers	Private	MS 13.37 subd. 1	Finance staff on an as needed basis as part of specific work assignments	
Automatic payment plan authorization form	Credit card, charge card, debit card, or other method of electronic funds transfer account numbers are nonpublic data not on individuals	Public Private	MS 13.37 MS 16A.626	Finance staff on an as needed basis as part of specific work assignments	

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Bond interest coupon register	All information contained in any register maintained by a municipality or by a corporate registrar with respect to the ownership of municipal obligations is nonpublic data	Private Non-Public	MS475.55	Finance staff on an as needed basis as part of specific work assignments
Internal audit data	Data created, collected, and maintained for the purpose of performing audits and / or relating to an audit or investigation; Working papers gathered or generated until the final report is published or audit becomes inactive	Public Private Confidential	MS 13.392 MS 13.43 MS 13.37	Finance staff on an as needed basis as part of specific work assignments
External audit reports	Reports based on private companies for the review of tax payments	Non-Public	MS 13.37	Finance staff on an as needed basis as part of specific work assignments
Payroll checks	All payroll checks that have been paid and returned	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Unclaimed property records	Records of unclaimed property turned over to the state including checks not cashed	Public Private	MS 13.37	Finance staff on an as needed basis as part of specific work assignments
Authorization cards	Voluntary dues, including union, charitable contributions, employee club, credit union	Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Cafeteria plan records	Flex plans and section 125 reports, election forms reimbursement forms etc.	Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Cancelled payroll checks	Cancelled payroll checks	Public Private	MS 13.43 Subd. 3	Finance staff on an as needed basis as part of specific work assignments
Change form	Changes in regards to salary, position, grade level, address, leave of absence, etc.	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Garnishments	Child support and spousal maintenance records	Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Payroll history card	Detailed description of payrolls	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Payroll journal	Detailed register of current and year to date salaries, gross to net and benefit hours used	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Payroll ledger	Journal of payroll entries	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Payroll reports	State withholding, federal withholding and FICA	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Payroll worksheets	Time sheets submitted by employees	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Pension and retirement reports	Deferred compensation	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
PERA reports	State mandated employee savings withdrawal reports	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Time sheets	Original employee time sheets	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
Vacation and leave requests	Requests for vacation or leave time	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

W-2 statements	W-2 Wage and tax statement – employee	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
W-3 statements	W-3 Wage and tax statements – city	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
W-4 originals	W-4 – Employee withholding allowance certificates	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments
1099 miscellaneous income statement	1099's that have been issued to report miscellaneous income	Public Private	MS 13.43	Finance staff on an as needed basis as part of specific work assignments

Fire

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Responsible Authority (Name & Title)		Data Practices Compliance Official (DPCO)		Department	
Sarah A. Brunn, City Administrator		Sarah A. Brunn, City Administrator		Fire	
Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329	
Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access	
Financial records	Fire Relief Association financial records	Public Private	MS 13.43	Fire department staff on an as needed basis as part of specific work assignments	
Employee personnel records	Record of prior and current employment history. Data relating to hiring, assessments, promotion, discipline and related administrative personnel actions	Public Private	MS 13.43	Fire department staff on an as needed basis as part of specific work assignments	
Applicant records	Completed assessments and results, related documentation, and application forms	Public Private	MS 13.43	Fire department staff on an as needed basis as part of specific work assignments	
Social Security numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Fire department staff on an as needed basis as part of specific work assignments	

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Human Resources

Responsible Authority (Name & Title)		Data Practices Compliance Official (DPCO)		Department	
Sarah A. Brunn, City Administrator		Sarah A. Brunn, City Administrator		Human Resources	
Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329	
Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access	
Employee personnel records	Record of prior and current employment history. Data relating to hiring, assessments, promotion, discipline and related administrative personnel actions	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment	
Applicant records	Completed assessments and results, related documentation, and application forms	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment	
Unemployment compensation billings	Records of billings from Department of Employment and Economic Development for employee unemployment compensation	Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment	
Labor relations information	Management positions that have not been presented during the collective bargaining process or interest	Private Confidential	MS 13.37 Subd. 1(a)	Personnel Committee on an as needed basis as part of specific work assignment	

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

	arbitration, including information collected or created to prepare the management position			of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Workers compensation billings	Records of billings from Department of Employee Relations for employees who receive workers compensation benefits	Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Social Security numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Examination data	Examination or testing materials used to determine qualifications for appointment	Private Non-Public	MS13.34	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Affirmative action files	Sexual harassment and discrimination reports	Public Private Confidential	MS 13.43 MS 13.39	Personnel Committee on an as needed basis as part of specific work assignment

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Affirmative action recruitment form	Supplemental personnel data from job applications	Public Private Confidential	MS 13.43 MS 13.39	of specific work assignment Finance Department on an as needed basis as part of specific work assignment
				Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Affirmative action reports	Copies of affirmative action reports sent to Human Rights Commission	Public Private Confidential	MS 13.43 MS 13.39	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
				Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Applications for person on eligibility list	Applications, resumes, letters of recommendation, police background investigations, etc. If hired, application becomes part of employee personnel file	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
				Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Benefits enrollment forms	Employees medical, dental, deferred compensation, election forms, etc	Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Eligibility register	A list of job applicants who have qualified on required examination, ranked in order of test score or a list of employees applying for promotion ranked in order of test score	Public Private	MS 13.43	of specific work assignment Finance Department on an as needed basis as part of specific work assignment Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Employee suggestion forms	Suggestions by City employees	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Drug and alcohol testing results	Includes commercial drivers licenses, controlled substance test results, driver evaluations etc.	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Family medical leave requests	Leave taken to due related to family medical reasons	Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Grievance files	Formal written employee grievance and / or complaint under a labor agreement or personnel rules and received by the City	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment
Employment verification form (1-9)	Form verifying status of citizenship or naturalization completed with new hire paperwork	Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment
Recruitment files	Records that relate to posting, recruitment, selection and appointment to each city position	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment
Reprimand and disciplinary files	Records relating to actions taken by an employee who has been reprimanded and the disciplinary actions taken	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Wage assignments	Letters and correspondence relating to wage negotiations	Public Private	MS 13.43	Finance Department on an as needed basis as part of specific work assignment Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Employee medical records	Any information concerning the health status of an employee which is made or maintained by a physician, nurse, or other health care personnel or technicians, including medical and employment questionnaires or histories, medical exams, medical opinions, descriptions of treatments and prescriptions and employee medical complaints Files on each employee dealing with safety and training on diseases such as hepatitis and AIDS.	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Infectious disease and occupational exposure files		Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
OSHA reports	OSHA incident reports and annual summary	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

OSHA employee exposure records	Any information concerning employee exposure to toxic substances or harmful physical agents	Public Private	MS 13.43	Finance Department on an as needed basis as part of specific work assignment Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Claims	Insurance claims filed by or against the city	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
First report of injury	First report of injury paperwork	Public Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
Long term disability	Claims filed by employee for a long term disability insurance program	Private	MS 13.43	Personnel Committee on an as needed basis as part of specific work assignment

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Workers compensation claims	Injury reports and correspondence dealing with injuries.	Private	MS 176.231	Finance Department on an as needed basis as part of specific work assignment Personnel Committee on an as needed basis as part of specific work assignment Finance Department on an as needed basis as part of specific work assignment
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Public Works (Streets / Water / Waste Water / Parks & Recreation)

Responsible Authority (Name & Title) Sarah A. Brunn, City Administrator	Data Practices Compliance Official (DPCO) Sarah. A. Brunn, City Administrator	Department Public Works
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[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329 or 321 4 th Avenue N, P.O. Box 709 Foley, MN 56329	
Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access	
Responses to requests for proposals (RFPs) and request for bids	Responses to Requests for Proposals (RFPs) and requests for bids	Public Private	MS 13.591	Public Works staff on an as needed basis as part of specific work assignment	
Responses to requests for proposals (RFPs) and request for bids	Trade secret data in response to Request for Proposal (RFP) and requests for bids	Private	MS 13.37	Public Works staff on an as needed basis as part of specific work assignment	
Original construction blueprints	Blueprints for completed buildings, streets, storm sewer, sidewalk, etc.	Public Non-Public	MS 13.37	Public Works staff on an as needed basis as part of specific work assignment	
Environmental complaint Reports	Complaint reports	Public Private	MS 13.44	Public Works staff on an as needed basis as part of specific work assignment	
Environmental protection agency reports	Reports from the Environmental Protection Agency involving active cases	Private Non-Public	MS 13.39 MS 13.44	Public Works staff on an as needed basis as part of specific work assignment	
Health department reports	Reports from the Health department involving active cases	Private Non-Public	MS 13.39 MS 13.44	Public Works staff on an as needed basis as part of specific work assignment	

Municipal Pool

Responsible Authority (Name & Title) Sarah A. Brunn, City Administrator		Data Practices Compliance Official (DPCO) Sarah A. Brunn, City Administrator	Department Municipal Pool
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[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329 or 110 8 th Avenue Foley, MN 56329	
Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access	
Government services transaction data	Credit card, charge card, debit card and other electronic transactions	Private	MS 16A.626	Pool and finance staff on an as needed basis as part of specific work assignments	
Government services transaction data	Checking account numbers	Private	MS 13.37 Subd. 1	Pool and finance staff on an as needed basis as part of specific work assignments	
Social recreational data	data collected and maintained by the City for the purpose of enrolling individuals in recreational and other social programs are private	Private	MS 13.548	Pool and finance staff on an as needed basis as part of specific work assignments	
Social Security numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Pool and finance staff on an as needed basis as part of specific work assignments	
Applicant records	Completed assessments and results, related documentation, and application forms	Public Private	MS 13.43	Pool and finance staff on an as needed basis as part of specific work assignments	
Mailing lists	the name, address, telephone number, and any other data that identify the individual	Private	MS 13.548	Pool and finance staff on an as needed basis as part of specific work assignments	

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Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Registration forms	the name, address, telephone number, and any other data that identify the individual	Public Private	MS 13.548	Pool and finance staff on an as needed basis as part of specific work assignments
Rosters	the name, address, telephone number, and any other data that identify the individual	Private	MS 13.548	Pool and finance staff on an as needed basis as part of specific work assignments

Police

<i>Responsible Authority (Name & Title)</i> Sarah A. Brunn, City Administrator	<i>Data Practices Compliance Official (DPCO)</i> Sarah A. Brunn, City Administrator	<i>Department</i> Police
[04313-0060/2913903/1]		

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329		Address: 251 4 th Avenue N, P.O. Box 709 Foley, MN 56329	
Name of Record, File, Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access	
Comprehensive law enforcement data	Data created or collected by law enforcement agencies which document any actions taken by them	Public Private Confidential	MS 13.81	Police staff on an as needed basis as part of specific work assignments	
Videotapes of child abuse	individual subject of data may not obtain a copy of a videotape in which a child victim or alleged victim is alleging, explaining, denying, or describing an act of physical or sexual abuse	Confidential	MS 13.821	Police staff on an as needed basis as part of specific work assignments	
Sexual assault data	All sexual assault communication data on individuals	Private	MS 13.822	Police staff on an as needed basis as part of specific work assignments	
Corrections and detention data	Data on individuals created, collected, used or maintained because of their lawful confinement or detainment	Public Private Confidential	MS 13.85	Police staff on an as needed basis as part of specific work assignments	
Investigative detention data	investigative detention data means government data created, collected, used or maintained by the city which: (a) if revealed, would disclose the identity of an informant who provided information about suspected illegal activities, and (b) if revealed, is likely	Confidential	MS 13.86	Police staff on an as needed basis as part of specific work assignments	

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

	to subject the informant to physical reprisals by others			
Government services transaction data	Credit card, charge card, debit card and other electronic transactions	Private	MS 16A.626	Police staff on an as needed basis as part of specific work assignments
Domestic abuse act	Data on individuals which is collected, created, received or maintained by police departments, sheriffs' offices or clerks of court pursuant to the Domestic Abuse Act	Confidential	MS 13.80	Police Staff on an as needed basis as part of specific work assignments
Government services transaction data	Checking account numbers	Private	MS 13.37 Subd. 1	Police staff on an as needed basis as part of specific work assignments
Social Security numbers	Social Security numbers assigned to individuals	Private	MS 13.355	Police staff on an as needed basis as part of specific work assignments
Applicant records	Completed assessments and results, related documentation, and application forms	Public Private	MS 13.43	Police staff on an as needed basis as part of specific work assignments
Bureau of Criminal Apprehension reports	Annual reports of local law enforcement activities compiled by BCA and returned to local department. BCA does not maintain copies of these reports	Public Private	MS 13.82 MS 260B.171	Police staff on an as needed basis as part of specific work assignments
Certification for peace officers for state aid application	State from PA-1	Public Private	MS 13.43	Police staff on an as needed basis as part of

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Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Emergency plan	Emergency plan for the City	Public Private	MS 13.37	Police staff on an as needed basis as part of specific work assignments
Fingerprint cards	Sworn officers and police personnel	Private	MS 13.43	Police staff on an as needed basis as part of specific work assignments
Internal investigations	Case files and reports	Public Private Confidential	MS 13.39 MS 13.43 MS 13.82	Police staff on an as needed basis as part of specific work assignments
Log sheets	Log sheets for officers	Public Private Confidential	MS 13.82	Police staff on an as needed basis as part of specific work assignments
Police clearance letters	Criminal history on individual within jurisdiction	Public Private	MS 13.87	Police staff on an as needed basis as part of specific work assignments
Public assistance voucher records	Copies of public assistance voucher records	Private	MS 13.462	Police staff on an as needed basis as part of specific work assignments
Watch Your Car (WYC)	Watch Your Car Program registration information	Public Private	MS 13.37	Police staff on an as needed basis as part of specific work assignments

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Neighborhood Crime Watch	Participant information in Neighborhood Crime Watch	Public Private Non-Public	MS 13.37	specific work assignments
911 recordings	Recordings of 911 calls	Public Private	MS 13.82 Subd. 3 (a)	Police staff on an as needed basis as part of specific work assignments
Accident reports	Automobile accident reports including date, time, place of action, vehicles involved, drivers of vehicles, a brief factual reconstruction of events associated with the action, name and addresses of witnesses, names and addresses of any victims or casualties and response or report number	Public Private Confidential	MS 13.82 Subd. 3 (a) MS 169.09	Police staff on an as needed basis as part of specific work assignments
Arrest reports	Adult / Juvenile arrest reports including date, time, place of action, any resistance encountered, any pursuit engaged, whether any weapons were used, the charge, arrest or search warrants or legal basis for action, the identities of agencies, units within agencies and individual persons taking the action, whether and where the individual is being held in	Public Private	MS 13.82 Subd. 3 (a) MS 260B.171	Police staff on an as needed basis as part of specific work assignments

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	custody or is being incarcerated by the agency, the date, time and legal basis for any transfer of custody and identification of agency or person who received custody, the date time and legal basis for any release from custody or incarceration, the name, age, sex and last known address of any adult person or the age and sex of any juvenile person cited, arrested or incarcerated or otherwise substantially deprived of his liberty, whether the agency employed wiretaps or other eavesdropping techniques, the manner in which the agencies received the information that led to the arrest, and the response or report number.			
Adult case files / offense reports	Include individual's name, date of birth, time of occurrence, date and place of action, description of what happened, location, whether any weapons were used, ICR's statistical data and other pertinent data	Public Private	MS 13.82 Subd. 3 (a)	Police staff on an as needed basis as part of specific work assignments
Juvenile case files / offense reports	Includes individual's name, date of birth, time of occurrence, and place of action, description of what happened, location, whether any weapons were used, and other pertinent data	Non-Public Private Confidential	MS 13.82 MS 260B.171	Police staff on an as needed basis as part of specific work assignments
Criminal record check log	Log recording criminal history queries via state computer	Public Private Confidential	MS 13.87	Police staff on an as needed basis as part of specific work assignments
Death investigation	Any case file or may investigation involving a death	Private	MS 13.82	Police staff on an as needed basis as part of specific work assignments
Evidence / Property logs	Any evidence collected in regards to an investigation	Public Private	MS 13.82	Police staff on an as needed basis as part of specific work assignments

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Evidence / Property inventory reports	Property which has been found, confiscated, seized, etc.	Private	MS 13.82	Police staff on an as needed basis as part of specific work assignments
Criminal fingerprint cards	Criminal fingerprint cards	Confidential	MS 13.82	Police staff on an as needed basis as part of specific work assignments
Initial complaint records	Records of initial complaints	Public Private	MS 13.82	Police staff on an as needed basis as part of specific work assignments
Intoxilyzer test results	Original record maintained by the BCA. Department copy retained in accordance with the item they relate to (i.e. case file or arrest report)	Public Private Confidential	MS 13.82 Subd. 5	Police staff on an as needed basis as part of specific work assignments
Video tape of booking	Video tape of booking	Private	M S13.43	Police staff on an as needed basis as part of specific work assignments
Training records for each officer	Including first aid, firearm training, advanced driving, crime scene processing, report writing, etc.	Public Private	MS 13.43	Police staff on an as needed basis as part of specific work assignments
Dictated and audio recorded reports	Audio recordings of officers reports which are subsequently transcribed into written report. All audio tapes will be transcribed and a cop of the transcription will be kept with the case file.	Public Private Confidential	MS 13.82	Police staff on an as needed basis as part of specific work assignments

[04313-0060/2913903/1]

Listing of the Private and Confidential Data maintained by the City of Foley as required by Minnesota Statutes, section 13.05.

Arrest and charge	Audio and video recordings determined to have evidentiary value where suspects have been arrested, issued citations and / or a report has been forwarded to the prosecutor for a charging decision.	Public Private Confidential	MS 13.82 Subd. 10 MS 260B.171	Police staff on an as needed basis as part of specific work assignments
Homicides	Audio and video recording containing information regarding any homicides	Public Confidential	MS 13.82	Police staff on an as needed basis as part of specific work assignments
Internal investigations	Audio and video recording determined to have evidentiary value in any internal investigation	Public Private	MS 13.43	Police staff on an as needed basis as part of specific work assignments
Interviews – audio and video recordings	Any audio or video recording determined to have evidentiary value	Public Confidential	MS 13.82	Police staff on an as needed basis as part of specific work assignments
Use of force	Audio and video recordings containing information for any incident where force was used and supervisory review is completed according to department policy.	Public Private Confidential	MS 13.39 MS 13.43 MS 13.82	Police staff on an as needed basis as part of specific work assignments
Photographs	Pictures relating to an investigation	Public Private	MS 13.39 MS 13.82 MS 13.43	Police staff on an as needed basis as part of specific work assignments



Foley Police Department

Memo:

Last month council approved the hire for James Swioklo contingent on the background. During the background process I met with the personnel committee and we decided to cease the background process for Swioklo as it would not be a good fit for the city and department.

When speaking with the personnel committee I expressed concerns on coverage for the upcoming year. I advised the personnel committee that one full-time officer is out on medical leave until an unknown date and finding coverage is becoming difficult. I also advised personnel on issues we may face when I am out on maternity leave and another full-time officer is out on military leave.

At this meeting I provided the personnel committee with many different schedule options for all scenarios that may arise. When going over these schedules it was clear we needed to hire more part time officers to help with coverage. It was discussed that due to time constraints it would be more ideal to find already licensed officers to hire to fill these positions.

I then reached out to the surrounding agencies to see if there was any interest of officers coming to work part time for the City of Foley. I also contacted previous part time officer Eric Heck to see if he would be interested in coming back and working for us again.



Foley Police Department

I received interest from the following individuals:

Angela Milo : Milo is a licensed police officer with the Benton County Sheriff's Office. Her current assignment is bailiff. Milo has been employed with the Sheriff's Office since August 2015. Her position is part time day shift. Milo will be available to work mostly day shift. Milo is familiar with our LETG record system. Milo enjoys being out in the community and interacting with the youth. I feel Milo will be a great asset for our city and department. My goal would be to train Milo in a lot of the duties that I do during the day. Milo is interested in being a permanent part time officer for the City of Foley.

Nathan Fisher : Fisher is a licensed police officer with the City of Milaca. Fisher comes recommended by their Chief of Police. Fisher is a full time officer and currently works 7 days on and 7 days off for the City of Milaca. Fisher is flexible with his schedule when he is on his days off. I feel Fisher will be a great fit to the city and department. Fisher is familiar with LETG also. Fisher enjoys being out in the community patrolling and getting to know the public. Fisher has been a licensed officer with the City of Milaca since April 2017. Fisher is interested in being a permanent part time officer for the City of Foley.

Michael Barros : Barros is a licensed police officer with the City of Milaca. Barros comes recommended by their Chief of Police. Barros is a full time officer and currently works 7 days on and 7 days off for the City of Milaca. Barros is looking to work 3-4 days at another job on his days off. I feel Barros will be a great fit to the city and department and our coverage needs. Barros is familiar with LETG also. Barros enjoys being out in the community patrolling and getting to know the public. Barros has been a licensed officer with the City of Milaca since March 2017. Barros is interested in being a permanent part time officer for the City of Foley.

Eric Heck : Heck is a licensed police officer now with the City of Litchfield. Heck was a previous part time employee of ours. Heck was employed with the City of Foley from February 2015 to June 2016. Heck resigned from the City of Foley on good terms to better his career with the Meeker County Sheriff's Office. Heck has recently been hired by the Litchfield Police Department. The Litchfield Chief of Police has agreed to allow Heck to work for the City of Foley part time. Heck knows the City and our records system. I believe his knowledge of the City and his experience will benefit our city and department. At this time, Heck is for sure interested in temporary part time to help us out with our schedule needs. Heck stated he may be interested with permanent part time, but not sure at this time.



Foley Police Department

With the above information, I would like to recommend to council the approval for hire for permanent part time hire contingent on the background for:

Angelo Milo
Nathan Fisher
Michael Barros

And temporary (possibly permanent) part time hire contingent on background for:

Eric Heck

If you have any question, feel free to ask.

Thank you,

Katie McMillin
Chief of Police

General Obligation Bond Proceeds

Grant Agreement - End Grant
for the
Foley Library Accessibility
Project
under the
Library Construction Grant
Program

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General Obligation Bond Proceeds
Grant Agreement – End Grant
for the
Foley Library Accessibility Project
under the
Library Construction Grant
Program

THIS AGREEMENT shall be effective as of _____, _____, and is between the City of Foley, a **statutory city** (the “Public Entity”), and the _____ Minnesota Department of Education (the “State Entity”).

RECITALS

- A. The State Entity has created and is operating a Library Construction Grant (the “State Program”) under the authority granted by Minn. Stat. § 134.45 and all rules related to such legislation (the “State Program Enabling Legislation”).
- B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.
- C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.
- D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.
- E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$2,875.00 (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.
- F. Under the provisions contained in Minnesota Statutes, Chapter 134, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.
- G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such

real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the "Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the Foley Library Accessibility Project under the Library Construction Grant Program, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" - means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner of MMB" - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property"

executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means the Foley Library, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ or ☐ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Benton, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term is used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies*

if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property

☒ Fee simple ownership of the Real Property.

☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

- ☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☒ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☒ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☒ Renovation of the Facility.
- ☐ _____
(Describe other or additional purposes.)

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along

with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

- A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.
- C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.
- D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.
- F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.
- G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.
- H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.
- I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions,

requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is 20 years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.
4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.
5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.
8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.
9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional

revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with

the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION
AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.
- B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.
- C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the

meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 Disbursement of Grant. Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

Section 6.02 Conditions Precedent to Disbursement of Grant. The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits,

bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages

which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property

and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the

operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or

because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Foley
251 4th Avenue North, PO Box 709
Foley, MN 56329
Attention: City Administrator

To the State Entity at:

Minnesota Department of Education
1500 Highway 36 West
Roseville, MN 55113
Attention: Commissioner

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 Waiver. Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third

party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 Matching Funds. The Public Entity must obtain and supply the following matching funds, if any, for the Project:

The grant requires a dollar for dollar local match from non-state funds.

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 Source and Use of Funds. The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the

State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 State Entity and Commissioner Required Acts and Approvals. The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 Applicability to Real Property and Facility. This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 Jobs Reporting Requirements. Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.31 Additional Requirements. The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

Accessibility. All facilities receiving Library Construction grant funds will comply with Minnesota Statutes relating to accessibility by persons with disabilities, the Americans with Disabilities Act of 1990, amendments to the act, and the Americans with Disability Act Architectural Guidelines in effect at the time of construction.

Internet filtering. The library is in compliance with Minnesota Statutes, section 134.50(a), which states that all public library computers with Internet access restrict access to material that is reasonably believed to be obscene, child pornography, or is otherwise harmful to minors under federal or state law. This restriction may be accomplished using software filtering technology or other effective methods.

Start date. Project may not have started prior to the enactment of the 2014 bonding bill. The Minnesota Department of Education will not reimburse any costs incurred prior to execution of the grant agreement.

B3 Guidelines. Grantees must ensure projects comply with B3 Guidelines, which are required for all projects that receive general obligation bond funding from the State of Minnesota.

Timeliness. Project initiation and processing of final documentation will proceed according to a mutually agreed upon timeline.

Grant application modifications. Any revisions or modifications to the grant application that are requested by the State to complete the grant agreement are binding and will be treated as if they were part of the original grant application.

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the Foley Library Accessibility Project under the Library Construction Grant Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Foley,
a statutory city

By: _____
Gerard L. Bettendorf
Its: _____
Mayor

Dated: _____, _____

And: _____
Sarah A. Brunn
Its: _____
City Administrator

Dated: _____, _____

STATE ENTITY:

Minnesota Department of Education,

By: _____

Brenda Cassellius
Its: _____
Commissioner

Dated: _____, _____

Attachment I to Grant Agreement

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of Benton, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the "Restricted Property"):

(Check the appropriate box.)

☒ a fee simple title,

☐ a lease, or

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain Foley Library Accessibility Project between the City of Foley and the Minnesota Department of Education, dated _____, _____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of the Minnesota Department of Education and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

The Westerly forty-three (43) feet of Lot One (1), Block Ten (10), Foley's First Addition to the Village of Foley, Benton County, Minnesota;

Less and except Easterly three (3) feet of the Westerly forty-three (43) feet of Lot One (1), Block Ten (10), Foley's First Addition to the Village of Foley, Benton County, Minnesota;

And

Lot Two (2), Block Ten (10), Foley's First Addition to the Village of Foley, Benton County, Minnesota;

And

Lot Three (3), Block Ten (10), Foley's First Addition to the Village of Foley, Benton County, Minnesota;

And

Lot Four (4), Block Ten (10), Foley's First Addition to the Village of Foley, Benton County, Minnesota;

Less and except the Southerly Fifteen (15) feet of Lot Four (4), Block Ten (10), Foley's First Addition to the Village of Foley, Benton County, Minnesota.

{Compiled from the following Deeds: Deed Record 60, Page 75; Deed Record 118, Page 69; Deed Record 65, Page 180; Deed Record 66, Page 425; Deed Record 79, Page 330; Deed Record 125, Page 43}

Attachment III to Grant Agreement

SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Use of Funds

<u>Identify Source of Funds</u>	<u>Amount</u>
State G.O. Funds	
Program Grant	\$
Other State Funds	
	\$
	\$
	\$
Subtotal	\$
Matching Funds	
	\$
	\$
Subtotal	\$
Other Public Entity Funds	
	\$
	\$
Subtotal	
Loans	
	\$
	\$
Subtotal	\$
Other Funds	
	\$
	\$
Subtotal	\$
Prepaid Project Expenses	
	\$
	\$
Subtotal	\$
TOTAL FUNDS	\$

Identify Items	Amount
Ownership Acquisition and Other Items Paid for with Program Grant Funds	
Purchase of Ownership Interest	\$ _____
Other Items of a Capital Nature	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$ _____
Items Paid for with Non-Program Grant Funds	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$ _____
	-
TOTAL PROJECT COSTS	\$ _____

Attachment IV to Grant Agreement
GRANT APPLICATION

**Attachment V to Grant Agreement
JOBS REPORTING**

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.

CONLON CONSTRUCTION CO.
GENERAL BUILDING CONTRACTORS



P.O. Box 247
Telephone 320 251-0330
Fax 320 251-2816
St. Cloud, MN 56302

February 1, 2018

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

RE: New Windows and Handicap Doors

Dear Sarah;

The work for the new windows and handicap door is to include:

- Modify existing entry doors to operate automatically
- Replace existing windows with new
- Miscellaneous carpentry
- Dumpster

Base Bid \$ 11,407.00

Please let me know if you have any questions as to the above. We appreciate the opportunity to provide you with this price and look forward to working with you.

Respectfully,

CONLON CONSTRUCTION CO.



Patrick T. Conlon



EAST SIDE GLASS

305 Franklin Ave NE

St. Cloud, MN 56304

Phone: (320)251-1900

Fax: (320)251-9471

www.eastsideglass-mn.com

Quote: 37611

Date: 07/17/2017

Customer

CONLON CONSTRUCTION-ST. CLOUD
BOX 247
ST. CLOUD MN 56302

Ph: (320)251-0330 Fax: (320)251-2816

Csr DAVE F

Tech:

PO PAT

Terms NET 30

Acct: 10-CON068 Job: FOLEY CITY HALL

Qty Part / Description

1 COMMERCIAL PROJECT

REMOVE AND REPLACE EXISTING WINDOWS INSULATED GLASS AND REPLACE WITH
"SOLARBAN 60" LOW E HIGH PERFORMANCE INSULATED GLASS.

FURNISH AND INSTALL "RECORD" 8100 HANDI-CAP DOOR OPENERS ON THE EXISTING
INTERIOR DOOR AND ONE EXTERIOR DOOR. THE INTERIOR DOOR TO RECEIVE A
"HESS" 9400 ELECTRIC STRIKE FOR ALLOWING THE INTERIOR PUSH TO OPEN SWITCH
TO ALLOW THE DOOR TO ALWAYS OPEN BY USING THE PUSH SWITCH.
(4) 6" PUSH TO OPEN SWITCHES MOUNTED IN SURFACE BOXES.
ACTIVATION BY BATTERY POWERED TRANSMITTERS.
RECEIVERS TO RUN OFF OF THE 8100 OPENER.

EXCLUDES ALL ELECTRICAL WIRING.

Thank you for the opportunity to quote. Quote Valid For 60 Days.

Signature _____ Date _____

Tax	Total
0.00	0.00

Payments	Balance
0.00	0.00

Store Copy

vers: 9.2.10 Page: 1

CONLON CONSTRUCTION CO.

GENERAL BUILDING CONTRACTORS



P.O. Box 247
Telephone 320 251-0330
Fax 320 251-2816
St. Cloud, MN 56302

February 1, 2018

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

RE: New Pass-through Window

Dear Sarah;

The work for the pass-through window is to include:

- All shelter and cover
- Cut window into existing wall – opening size based on architectural drawings
- Additional framing for coiling door
- All drywall patching
- Painting
- New coiling door with operator
- Electrical work
- Building permit
-

Base Bid \$ 24,665.00

Please let me know if you have any questions as to the above. We appreciate the opportunity to provide you with this price and look forward to working with you.

Respectfully,

CONLON CONSTRUCTION CO.

Patrick T. Conlon



City of Foley
251 4th Avenue N, PO Box 709
Foley, MN 56329
320-968-7260 (Phone)
320-968-6325 (Fax)
www.ci.foley.mn.us

City of Foley
Guidelines for the use of
Tax Increment Financing

Introduction

Tax increment financing (TIF) is an economic development tool widely used by local governments (usually municipalities) throughout Minnesota and nearby states. It is a complicated tool that requires dedication of resources including the employment of consulting firms. Essentially it involves the diversion of incremental tax revenues generated by the development project to encourage development and defray cost of development. In the interest of employing a consistent approach, the City of Foley recommends the following guidelines for City use of TIF as a tool to foster economic development. All TIF projects must comply with the requirements of Minnesota Statutes Chapters 116J and 469 and other applicable state laws.

Section I. Consistent with City Development Plans.

All requests for TIF shall be consistent with the City of Foley Comprehensive Plan, Land Use Plan, Zoning Ordinance and any local laws. Requests inconsistent with the City's plan and laws will not be considered.

Section II. Demonstrated Need.

The request must demonstrate that the proposed development or redevelopment would not be reasonably be expected to occur without ("but for") the Tax Increment Financing requested. For instance, there may be a gap in the project financing that is unable to be financed through a conventional method.

Section III. Qualifying Improvements.

A request for TIF shall specify in detail the proposed uses of the investment requested. Qualifying improvements may include but are not limited to site acquisition, land write down costs, site improvements (such as utilities, roads, parking, landscaping and fencing), soil correction, demolition, relocation costs, interest reduction costs, construction of public infrastructure and qualified affordable housing.

Section IV. Extraordinary Development Standards.

Preference shall be extended to those projects which exceed the City's commercial/industrial building standards. Currently, the standards for design, type of construction, landscaping, etc. are generally equivalent to the Minnesota Building Code. A concrete block or tip-up building or an upgraded metal building will be preferred for a TIF development proposal.

Section V. Maximum Interest.

All requests shall have a maximum amount of costs to be reimbursed from TIF. This amount shall be based on the net present value of the net tax increment as a percentage of the property's finished market value, as determined by the County Assessor. Projects identified in state statute 469, including the following types, shall be eligible for TIF:

- A. Redevelopment
- B. Industrial/Manufacturing/Warehousing
- C. Service Companies/Technology/Development Firms
- D. Housing

All proposals shall be subject to the following evaluation criteria:

1. Preference will be given to the development proposals producing jobs with wage levels exceeding the Minnesota Department of Trade and Economic Development targets.

2. Special Use facilities, which would not be re-saleable except at steep discounts to their costs, will not be favored as more general buildings.
3. Preference will be given for the financing or improvements for firms of at least one year of bona fide production and sales operations.

The Foley EDA Board shall reserve the right to adjust the investment level as required in extraordinary situations.

Section VI. Financing the Qualifying Improvements.

Qualifying improvements may be financed in a variety of ways. Tax Increment bonds issued to finance a qualified project may be either general obligation bonds or revenue bonds. General obligation bonds are backed by the full faith and credit of the City as long as the bonds remain outstanding. Therefore, the preferred option to finance the qualifying improvements is through a technique known as “pay-as-you-go”. Under this financing method, the applicant is reimbursed for the costs incurred through the applicant’s payment of real estate taxes. Through this reimbursement method, the need to issue general obligation bonds is avoided. “Pay-as-you-go” financing requires no bonding and relies on an income stream generated by real estate taxed to reimburse the applicant for the qualified cost.

Section VII. Application Deposit & Fees.

All persons and companies that receive approval of a pre-application and proceed to a formal application for TIF shall be required to pay an application deposit. This fee is intended to cover the City’s analysis and packaging costs in staff and consultant time to process the request and will be determined at the time of application.

Section VIII. Review of Application.

Completed pre-applications shall be reviewed by the City Administrator and staff (i.e. City Engineer, City Attorney, Public Works Director, etc.) as necessary. Final applications will be reviewed by the Economic Development Authority (EDA). Upon receipt of the completed Tax Increment Financing application, and upon payment of the application deposit fee, a joint public hearing with the EDA and Foley City Council will be scheduled as required by Minnesota Statutes. The Foley City Council shall approve or deny the TIF request.

The EDA reserves the right to approve or reject each request. The EDA has a goal that not more than 5% of the City’s overall tax base and that not more than 10% of the City’s aggregate commercial/industrial/utility tax base be captured in TIF districts.

Section IX. Tax Increment Project evaluation Criteria.

All projects will be evaluated on the following criteria for comparison with other proposed TIF projects reviewed by the City, and for comparison with other investment standards (where appropriate). It is realized that changes in local markets, costs of construction, and interest rates may cause changes in the amount of Tax Increment investment that a given project may require at any given time.

Some criteria, by their very nature, must remain subjective. However, wherever possible “benchmark” criteria have been established for review purposes. The fact that a given proposal meets one or more “benchmark” criteria does not mean that it is entitled to funding under this policy, but rather that the City is in a position to proceed with evaluations of (and comparisons between) various TIF proposals, using uniform standards whenever possible.

Following are the evaluation criteria that will be used by the City of Foley;

- A. All TIF proposals should optimize the private development of a site.
- B. All TIF proposals should offer the highest possible private to public financial investments ratio. Projects shall be reviewed on an individual basis.
- C. All TIF proposals should create the highest feasible number of new jobs on the site. In accordance with Minnesota Statutes 116J.994 the proposal must create a net increase in new jobs within two years of receiving TIF assistance and meet job creation and wage level goals established by the EDA.
- D. All TIF proposals should create the highest possible ratio of property taxes paid before and after development. Given the different assessment circumstances in the City, this ratio will vary widely. However, under normal circumstances, the EDA will expect at least a 1:2 ratio of taxes paid before and after development.
- E. TIF proposals should normally not be used to support speculative industrial, commercial, and office projects. In general, speculative projects are defined as those projects which have letters of intent or preleasing for less than 50% of the available leasing space.
- F. All TIF proposals involving displacement of low and moderate-income residents should give specific attention to the re-housing needs of those residents. Normally, this should be done as a part of the TIF funding proposal. Adequate solutions to these re-housing needs will be required as a matter of public policy.
- G. TIF will normally not be used in a project that involves an excessive land and/or property price, unless such price is due to assessments or other improvement costs to the property. This will normally be where the acquisition price is more than 10% in excess of market value.
- H. TIF will not be used in projects that would give significant, competitive advantage over similar projects in the area due to the use of tax increment districts. Dissimilar treatment of similar business may not occur.
- I. TIF will not be used when developer's credentials, in the sole judgment of the City, are inadequate due to past track record relating to: completion of projects, general reputation and bankruptcy, or other problems or issues considered relevant by the City.
- J. A developer using TIF will need to provide a financial guarantee for the repayment of TIF, within the constraints of existing law.
- K. TIF will not be used to support projects that place undue demands on public services, or other capital or operating expenditures. Consideration will be given to the total public costs that are required to support the project, including offsite facilities costs that are required (such as having to build a new water tower or sewage treatment plant).
- L. TIF will not normally be used for projects that would generate significant environmental problems in the opinion of the local, state, or federal governments. Businesses that recycle, for example, would be preferred to those that produce toxic waste.

- M. TIF will not be used when the schedule for development has exceeded the schedule established in the development agreement, and where the City has not agreed to extensions of that schedule.
- N. TIF funding should not be provided to those projects that fail to meet good public policy criteria as determined by the EDA, including: Poor project quality, projects that are not in accord with the comprehensive plan, land use plan, zoning, development plans, and City policies; projects that provide no significant improvement to surrounding land uses, the neighborhood, or the City; projects that do not provide a significant increase in tax base; projects that do not provide significant new, or retained, employment; projects that do not meet financial feasibility criteria established by the City; and projects that do not provide the highest and best desired use for the property.
- O. TIF funding will not be used when the recipient would have come to the community regardless of the incentive (i.e. the “but for” test as described in Section II).

Procedure for applying for Tax Increment Financing

1. Meet with City Administrator to discuss scope of project, public participation being requested, and other information as necessary.
2. Completion of Pre-Application Tax Increment Financing Assistance form by applicant.
3. The City Administrator will examine the Preliminary Application.
4. If Administration finding is positive, then the applicant may elect to file a formal application accompanied by a deposit.
5. The City Administrator reports it's finding to the EDA which provides a recommendation to the City Council.
6. If Planning Commission action is required (i.e. a rezoning or conditional use permit), it will be necessary for the applicant, at this time, to make application with the City Planning and Zoning Administrator.
7. Following the necessary financial analysis and preparation of detailed plans, the EDA shall take action on the project. If approved, the staff will be directed to take the following steps:
 - Prepare a development agreement based upon the terms approved
 - Prepare a development plan and tax increment financing plan.

The total costs to complete the plan shall be the responsibility of the applicant. To the extent that engineering and consultant costs are a TIF eligible expense some of these may become reimbursable in the future should it become an approved TIF expenditure. The deposit amount will be determined based upon a good faith estimate of the consultants' and city staff time required, applied at their respective hourly billing rates. This deposit shall only be refunded upon the receipt of tax increment revenue when the development is completed.

Application for Tax Increment Financing

Applicant:

Business Name: _____

Address: _____

Officers: _____

Contact Person: _____

Business Form (Corporation, Partnership, etc.): _____

Years in Operation: _____

Sales/Revenues: _____

Brief Description of business, principal products, etc.: _____

Has Applicant ever filed for bankruptcy? If yes, provide details on separate page(s).

Yes _____ No _____

Has applicant ever defaulted on any bond or mortgage commitment? If yes, provide details on separate page(s).

Yes _____ No _____

Does applicant have commitments for conventional financing for the project?

Yes _____ No _____

Please list three financing references: (Name/address/contact/phone):

Name and address of applicant's legal counsel:

Name and address of applicant's accountant:

Proposed Project

Describe Project: _____

*Applicant should also attach a 10-year operating pro forma for the proposed project to this application.

Location: _____

List PID's of parcels where project will be located: _____

Site Plan Attached:

Yes _____

No _____

Type of Project: (check all that apply)

Commercial _____

Industrial _____

New Construction _____

Expansion _____

Rehab _____

Housing _____

Land Acquisition: \$ _____

Site Development: \$ _____

Construction: \$ _____

Machinery & Equipment,

Architectural and

Engineering Fees \$ _____

Legal Fees: \$ _____

Interest During Construction: \$ _____

Debt Service Reserve: \$ _____

Contingencies: \$ _____

Total:

\$ _____

Source of Financing

Conventional Loan: \$ _____

Equity: \$ _____

SBA Loan: \$ _____

Revenue Bond: \$ _____

Tax Increment Financing: \$ _____

Grants(s): \$ _____

Other: \$ _____

Total:

\$ _____

Construction and Design

Name and address of architect for project:

Name and address of engineer for project:

Name and address of contractor for project:

Target Dates:

Start of Construction: _____

Construction Completed: _____

Finished Market Value of project: \$ _____

Statement of Public Purpose

Describe why the proposed development or redevelopment would not reasonably be expected to occur solely through private investment within the foreseeable future and therefore the use of Tax Increment Financing is deemed necessary:

Tennessee Warning Notice

Per MN Statutes 13.04, Subd.2, this data is being requested from you to determine if you are eligible for assistance under the Tax Increment Financing program. You are not required to provide the requested information, but failure to do so may result in the department's inability to determine your eligibility for an award pursuant to the criteria developed under the program's policy and city subsidy policy. The data you provide is classified as private or non-public and cannot be shared without your permission except as specified in statute.

Data Privacy Notice

Per MN Statutes 13.591, Subdivision 1, certain data provided in this application is private or nonpublic data; this includes financial information about the business, including credit reports, financial statements, net worth calculations, business plans; income and expense projections; balance sheets; customer lists; income tax returns; and design, market, and feasibility studies not paid for with public funds.

The undersigned, (a) (the) _____
Of applicant, hereby represents and warrants to the City (he) (she) has carefully reviewed this application, and that the statements and information contained herein and submitted herewith are accurate and complete to the best of the undersigned's knowledge and belief.

Dated: _____

Applicant

By _____
Its _____

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 - 08

A RESOLUTION ACCEPTING DONATION

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, Joan Doubeck have offered to donate \$50.00 for miscellaneous fire expenses, 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 this donation is hereby accepted for use by the City of Foley.

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to Joan Doubek for her generous donation.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 6th day of February 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Bills List - February 6, 2018

Gross Salaries	Payroll - 1/5/18	\$	23,579.16
EFTPS	Federal Withholding	\$	4,820.75
MN Dept of Revenue	State Withholding	\$	994.12
State Treas. PERA	PERA	\$	4,311.11
Nationwide	Deferred Comp	\$	570.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	65.00
SelectAccount	HSA Contribution	\$	480.00

Gross Salaries - FIRE	Payroll - 1/5/18	\$	29,812.00
EFTPS	Federal Withholding	\$	5,026.66
MN Dept of Revenue	State Withholding	\$	234.57

Gross Salaries	Payroll - 1/19/18	\$	25,236.61
EFTPS	Federal Withholding	\$	5,153.26
MN Dept of Revenue	State Withholding	\$	1,063.08
State Treas. PERA	PERA	\$	4,647.09
Nationwide	Deferred Comp	\$	570.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	65.00
MN PEA	Union Dues	\$	78.00
SelectAccount	HSA Contribution	\$	480.00

Gross Salaries	Payroll - 2/2/18	\$	24,401.03
EFTPS	Federal Withholding	\$	4,616.66
MN Dept of Revenue	State Withholding	\$	1,045.16
State Treas. PERA	PERA	\$	4,441.02
Nationwide	Deferred Comp	\$	570.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	65.00
SelectAccount	HSA Contribution	\$	480.00

To Be Paid - 2/6/18

Advanced Disposal	Garbage	\$	276.76
Allstream	Phone Service	\$	875.84
American Legion Auxiliary	Fire Dept Baquet	\$	901.60
Andy's Towing	PD Vehicle Towing	\$	192.38
Auto Value	Vehicle Maint	\$	364.36
Axon Enterprises	PD Equipment	\$	722.20
Benton County Attorney	Legal Fees - 12/17	\$	1,105.50
Benton County Highway Dept	PD & FD Fuel Usage	\$	850.16
Benton County Sheriff's Office	STS Services - 11/8/17	\$	150.00
Central McGowan	Street & PD Supplies	\$	219.89
Central MN Fire Aid Association	FD Membership	\$	50.00
Chamberlain Oil Co	Bucket & Loader Maint	\$	73.05
City of St. Cloud	CMWEA Membership Fee	\$	221.00
Cloudnet	Server Fee	\$	25.00
CNA Surety	Bond Penalty	\$	100.00
Coborn's	Office & Cleaning Supplies	\$	73.62
Continental Press, Inc	First Responder/Rescue Forms	\$	65.19
Delta Dental	Employee Dental Insurance	\$	728.10
East Central Energy	Utilities	\$	2,227.05
Emergency Medical Products	PF Supplies	\$	206.22
Emergency Response Solutions	FD Equipment	\$	319.80
Farm-Rite Equipment of St. Cloud	Street Vehicle Repair	\$	111.04
First National Bank of Omaha	Credit Card Purchases	\$	446.82
Foley Floral	Funeral Flowers	\$	105.81

Foley Fuel & Lumber	Repairs & Maint	\$ 66.85
Foley Hardware	Parks & FD Supplies	\$ 106.33
G&K Services	Uniforms & Mats	\$ 545.55
Gatr Truck Center	Snow Vehicle Maint	\$ 32.64
Gilman Coop Creamery	Sewer Equipment	\$ 2,250.00
Gopher State One Call	2018 Operator Fee	\$ 50.00
K&K Tire & Auto	Shop Maint	\$ 6.95
Kuechle Underground	Final 4th Ave Payment	\$ 24,555.68
League of MN Cities	PD Subscription, Work Comp Audit, Conference	\$ 1,071.00
Locators & Supplies	Street Safety	\$ 99.73
Macqueen Equipment	Skating Rink Maint	\$ 439.41
Marco	Copier Lease	\$ 504.31
Midco	Internet	\$ 130.00
Midway Iron & Metal	Snow Repair	\$ 405.95
Mimbach Fleet Supply	Street Supplies	\$ 90.96
MN Chiefs of Police Association	2018 Membership Renewal	\$ 253.00
MN Dept of Labor	Building Permit Surcharge	\$ 507.25
MN Dept of Revenue	12/17 Sales & Use Tax	\$ 1,025.00
Mn Det of Natural Resources	Water Permit	\$ 315.35
MN Detpt of Public Safety	Emergency Planning Fee - Pool	\$ 100.00
MN Highway Safety & Research Center	FD Training	\$ 780.00
MN Rural Water Association	2018 MRWA Conference	\$ 690.00
MN State Fire Chiefs Association	2018 Alex FOS Registration & Membership Fees	\$ 566.00
Murphy Chevrolet	FD & PD Vehicle Repair	\$ 364.53
New Frontier Services	Website Services	\$ 12.50
Northland Securities	2016 Financial Statement Certification	\$ 435.00
Nuss Truck & Equipment	Snow Equip Repair	\$ 243.67
Performance Pool & Spa	Pool Supplies	\$ 27.42
Preferred Controls Corp	Water/Sewer Computer Maint	\$ 381.50
Resource Training & Solutiong/BCBS	Employee Health Insurance	\$ 11,127.00
RevTrak	Credit Card Fees	\$ 473.88
Rinke Noonan	Legal Fees	\$ 1,092.85
Royal Tire	Street Equip Repair	\$ 174.92
Select Account	FSA Reimbursement - Triplett	\$ 471.67
Shift Technologies	City Hall Server	\$ 17,700.00
Short Elliott & Hendrickson	Birch, WWTF, General, I&I, Dewey Engineering	\$ 54,954.08
Staples	Office Supplies	\$ 130.56
Stearns DHIA Central Lab	Water Testing	\$ 962.00
Sun Life Assurance	LTD Insurance	\$ 184.56
Tera Kasowski	FD EMS Refresher Course	\$ 1,440.00
Tri-County Action Program	Admin Fee SCDP Grant - Angel Skubic	\$ 1,000.00
Tri-County Humane Society	Animal Surrendering	\$ 75.00
USABLE Life	Employee Life Insurance	\$ 67.72
Verizon	Cell Phones	\$ 296.03
Watch Guard	PD Vehicle Repair	\$ 204.00
WEX Bank	Fuel Purchases	\$ 83.48
Wimactel	Pool Phone	\$ 60.00
Xcel Energy	Utilities	\$ 7,888.99

Additional To Be Paid - 2/6/18

\$ 287,659.99

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 - 06

A RESOLUTION SUPPORTING THE CORE VALUES OF FOLEY PUBLIC SCHOOLS

WHEREAS, Foley Public Schools is located in the City of Foley corporate limits and

WHEREAS, the education of the youth and community are vital components of the sustainability and success of the City of Foley and

WHEREAS, Foley Public Schools obtained community feedback and participation in the development of core values and

WHEREAS, these core values have been adopted by the school board of the Foley Public Schools and

WHEREAS, the school seeks additional support of implementing these core values and

WHEREAS, Foley Public Schools has presented and seeks official support in implementing the core values of the Foley School District;

WHEREAS, the core values of Foley Public Schools are attached to this resolution as Exhibit A.

THEREFORE, BE IT RESOLVED that the City of Foley officially offers this resolution of support in the implementation of the core values of Foley Public Schools;

Passed and adopted by unanimous vote of the Foley City Council, this 6th day of February, 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

EXHIBIT A
(next page)

FOLEY PUBLIC SCHOOLS

The mission of Foley Public Schools is to bring together students, parents, staff, and community to provide a quality education with an emphasis on developing the full potential of the individual.

Achievement

We Will:

- provide learning opportunities and support for all students, families, and community members.
- deliver a challenging academic curriculum that enables all students to be active, engaged learners.
- build the foundation for lifelong learning in a global society.
- celebrate our individual and collective strengths.

Kindness

We Will:

- be a friendly and welcoming community recognizing everyone has value.
- provide a caring environment where people are connected and engaged.
- proudly serve with compassion and cultural understanding.
- develop the capacity to forgive ourselves and others.



Support

We Will:

- embrace the uniqueness of each individual.
- provide a safe, caring, and personalized learning environment.
- work collaboratively with the community to achieve common goals.
- build lasting relationships by encouraging positive ways to contribute to the broader community.

Respect

We Will:

- value and care for ourselves and each other.
- demonstrate fairness in our decisions and actions.
- appreciate the opportunities and privileges afforded us.
- represent a positive image of our school and community.

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF FOLEY,
BENTON COUNTY, MINNESOTA
CONSTRUCTION PLANS
FOR
SANITARY SEWER, WATER MAIN, STORM SEWER,
AND STREET RECONSTRUCTION
2018 DEWEY ST, 2ND AVE, 3RD AVE,
AND GOPHER AVE IMPROVEMENTS

LEGEND

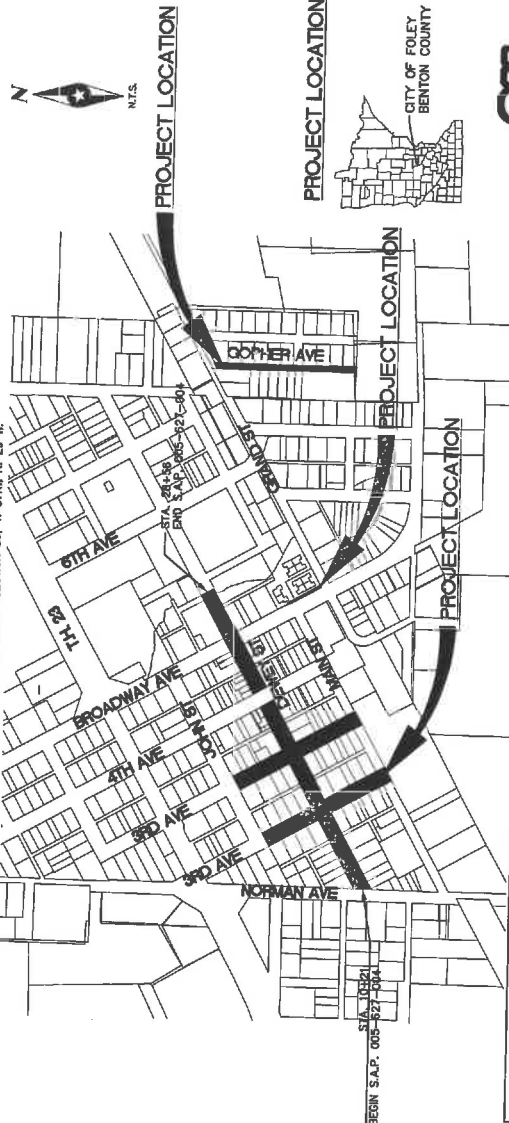
54+00 64+00
STREET CENTERLINE
SURVEY BASELINE
COUNTY
SECTION
QUARTER
SIXTEENTH
CORPORATE LIMITS

EXISTING

RIGHT OF WAY
PERMANENT EASEMENT
PROPERTY LINE
R.R. RIGHT OF WAY
SANITARY SEWER AND MANHOLE
FORCE MAIN
SANITARY SEWER SERVICE & CLEANOUT
WATER MAIN, HYDRANT AND VALVE
WATER SERVICE AND CURB STOP BOX
WATER VALVE MANHOLE
STORM SEWER, AFRON, MANHOLE AND CATCH BASIN
CULVERT
BULKHEAD
BURIED FIBER OPTIC CABLE
BURIED FIBER OPTIC DUCT OR CONDUIT
BURIED FIBER CABLE
BURIED PHONE DUCT OR CONDUIT AND MANHOLE
BURIED TV CABLE AND FIBER
BURIED ELECTRIC CABLE
BURIED ELECTRIC DUCT OR CONDUIT AND MANHOLE
OVERHEAD ELECTRIC, POLE AND DOWN GUY ANCHOR
LIGHT POLE
TRAFFIC SIGNAL STANDARD
GAS MAIN
GAS SIGN, VALVE AND VENT
PETROLEUM PIPELINE
SOIL BORING
TRAVERSE POINT
CONCRETE CURB AND GUTTER
EXISTING PAVEMENT OR SIDEWALK
SIGN (HWT, PARK, STOP, ETC.)
STREET NAME SIGN
RAILROAD TRACKS
FENCE (UNIDENTIFIED)
BARBED WIRE FENCE
CHAIN LINK FENCE
ELECTRIC WIRE FENCE
WOODEN WIRE FENCE
PLATE BEAM GUARDRAIL
CABLE GUARDRAIL
DECIDUOUS AND CONIFEROUS TREE
BUSH-SHRUB
WOODED AREA
WETLAND
BUILDING
NEW RIGHT OF WAY
PERMANENT EASEMENT
TEMPORARY EASEMENT
SANITARY SEWER AND MANHOLE
FORCE MAIN
SANITARY SEWER SERVICE & CLEANOUT
WATER MAIN, HYDRANT AND VALVE
WATER SERVICE AND CURB STOP BOX
WATER VALVE MANHOLE
STORM SEWER, MANHOLE AND CATCH BASIN
CULVERT
BULKHEAD
CONCRETE CURB AND GUTTER
SLT FENCE
FLOATION SLT CURTAIN
LIGHT POLE
TRAFFIC SIGNAL STANDARD
SIGN (HWT, PARK, STOP, ETC.)
STREET LIGHT FEED POINT
STREET LIGHTING CABLE
REMOVE TREE

CITY PROJECT FOLEY 138502
SAP 005-627-004

LOCATED ON EXISTING DEWEY STREET FROM NORMAN AVENUE NORTH TO STONY BROOK CREEK, ON EXISTING 2ND AVENUE NORTH FROM MAIN STREET TO JOHN STREET,
ON EXISTING 3RD AVENUE NORTH FROM MAIN STREET TO JOHN STREET, ON EXISTING GOPHER AVENUE FROM GRAND ST TO DEAD END, AND ALONG EXISTING
BROADWAY AVENUE JUST NORTH OF GRAND STREET
BENTON COUNTY SECTION 36, T. 37N., R. 29 W.



PLAN REVISION SUMMARY

NO.	BY	DATE	REVISIONS

NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D.
THE LOCATION AND DEPTH OF UTILITIES WAS DETERMINED ACCORDING TO THE
GUIDELINES OF CLASS 36-02 SURVEYING AND GUIDELINES FOR THE
COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.
THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL SYSTEM AT
811 BEFORE COMMENCING EXCAVATION.



Know what's below.
Call before you dig.

CONSTRUCTION SPECIFICATIONS
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION SPECIFICATIONS FOR CONSTRUCTION FOR
THIS PROJECT.

ALL NEW CONSTRUCTION SHALL CONFORM TO THE LATEST
EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION SPECIFICATIONS FOR CONSTRUCTION FOR
THIS PROJECT. THE LATEST FIELD MANUAL FOR TEMPORARY
WORKING CONDITIONS SHALL BE USED.

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SE
3	TABULATIONS
4	CONSTRUCTION NOTES
5-9	REMOVALS
10-13	TYPICAL SECTIONS
14-20	SANITARY SEWER & WATER MAIN PLAN
21-25	STREET & STORM SEWER PLAN
26-30	SWEEP
31-33	DRAINAGE SUMMARY
34-36	EROSION CONTROL PLAN
37-43	TRANSITION DETAILS
44-46	PAVING AND STRIPING
47-51	BROADWAY SIDEWALK PLAN
52-53	CROSS SECTIONS
54-55	LOGS
1-5	MINOT STANDARD PLANS

THIS PLAN CONTAINS 110 SHEETS.

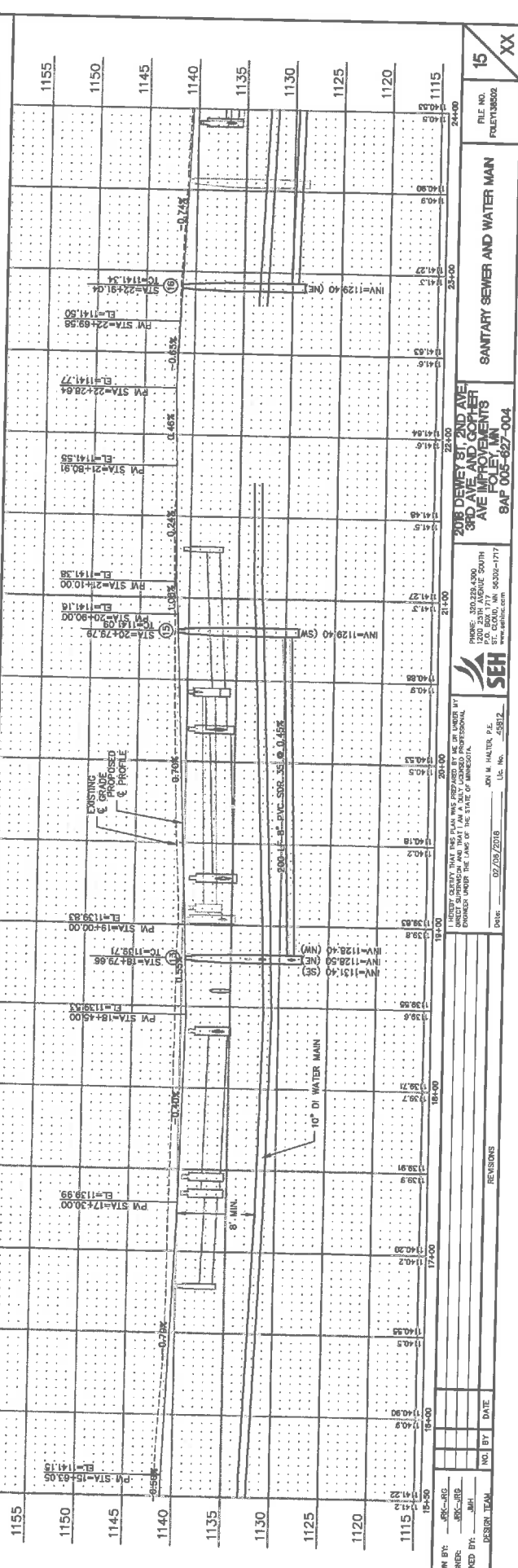
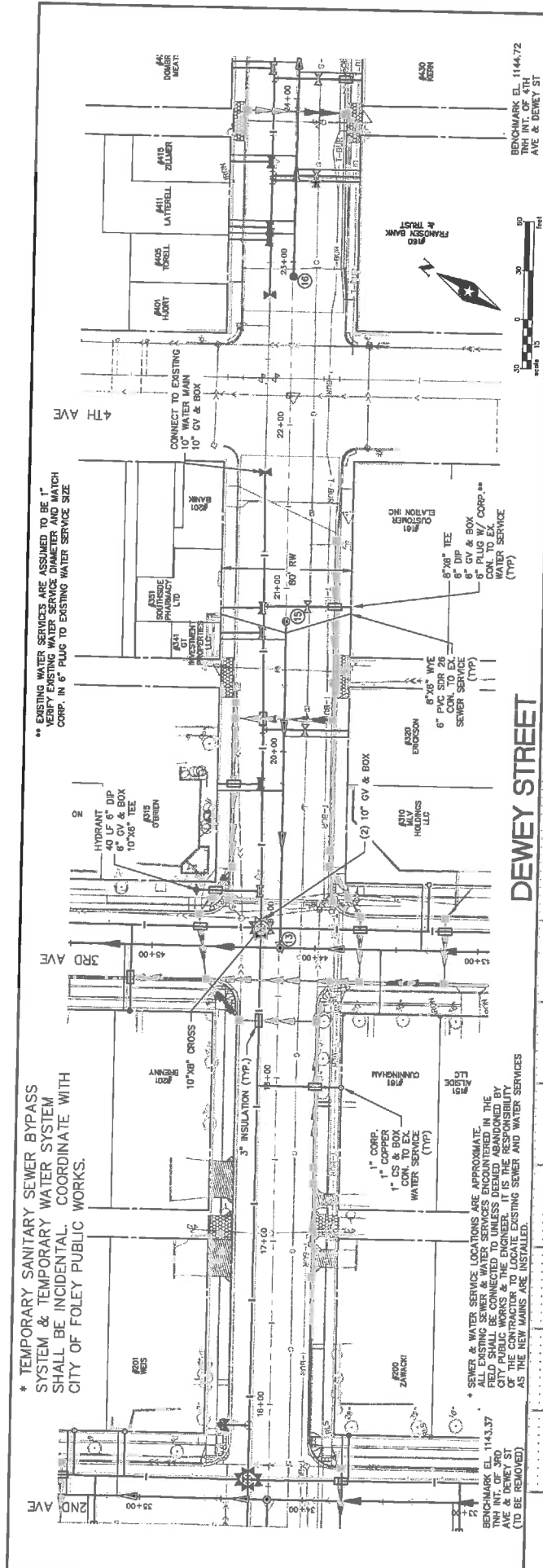
DESIGN DESIGNATION

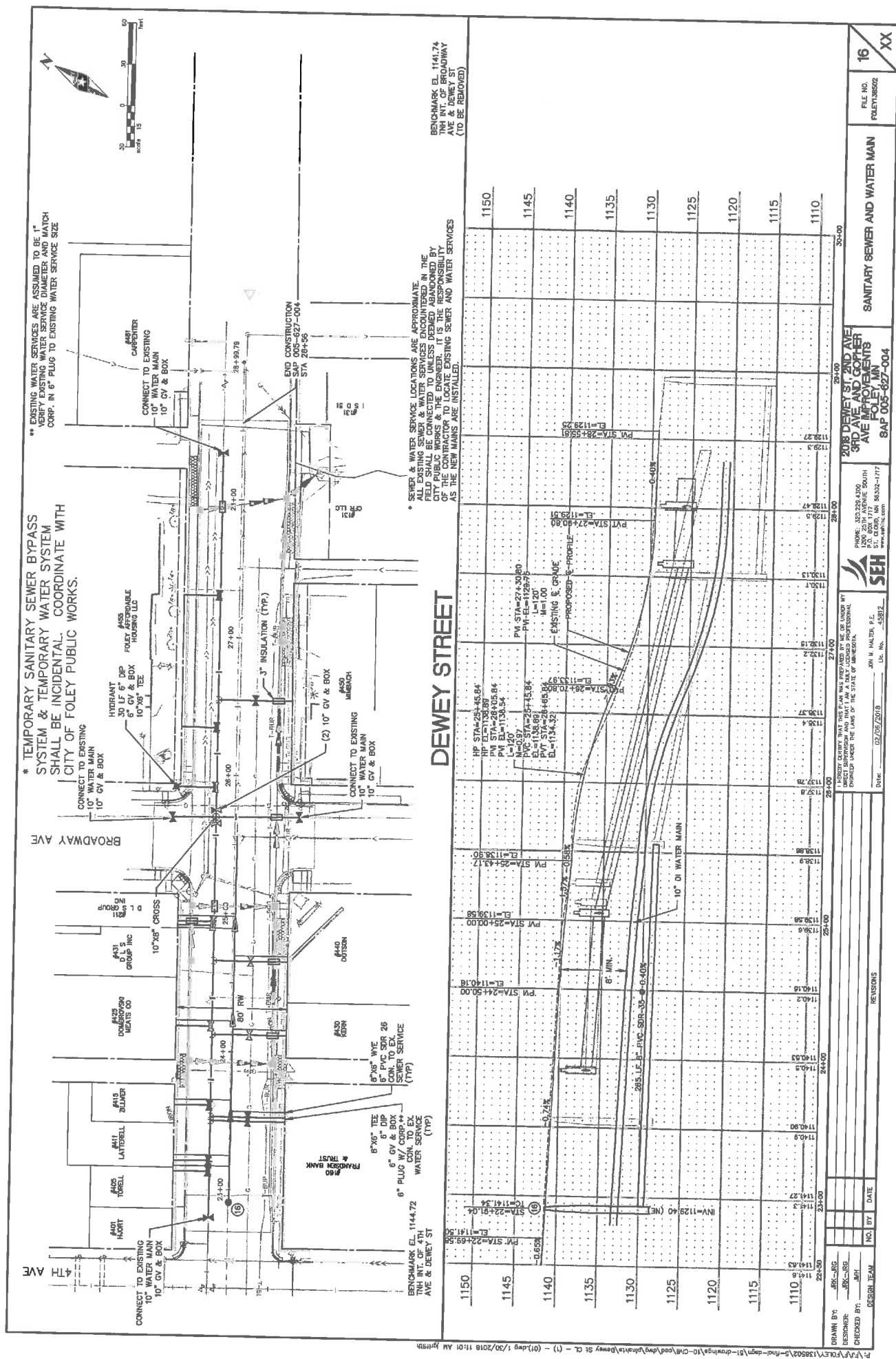
STOPPING SIGHT DISTANCE BASED ON:
3.5' HEIGHT OF EYE
2' HEIGHT OF OBJECT
DEWEY ST
SAP 005-627-004
GROSS LENGTH
1835 FEET 0.187 MILES
BRIDGE LENGTH
0 FEET 0.000 MILES
NET LENGTH
1835 FEET 0.187 MILES
DESIGN
10 MPH
DESIGN SPEED
30 M.P.H.
ESALS
207,853
20 YR. PROJECTED A.D.T. (2038)
1,520
% HADOT (2016)
7.1 %
NO. OF TRUCKS
1
NO. OF TRAILERS
2
NO. OF PARKING LANES
2 - 11
VARIANCE
45' PARKING STALL WIDTH
OF 18' IN LIEU OF 20'

APPROVED: _____ DATE _____
COUNTY ENGINEER _____ DATE _____
RECOMMENDED FOR APPROVAL: _____ DATE _____
DISTRICT STATE AND ENGINEER, REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY
RECOMMENDED FOR APPROVAL: _____ DATE _____
APPROVED FOR STATE AID FUNDING: _____ DATE _____
STATE AID ENGINEER _____ DATE _____
FOLEY, MINNESOTA

PHONE: 320.220.4300
1000 23RD AVENUE SOUTH
ST. CLOUD, MN 56302-1717
www.seh.com

FILE NO.
FOLEY138502
1
XX
Date: 02/06/2018 L.C. No.: 45802
Signature: JOE M. LUTHER, PE
SAP 005-627-004





** EXISTING WATER SERVICES ARE ASSUMED TO BE 1" VERIFY EXISTING WATER SERVICE AND WATCH CORP. IN 6" PLUG TO EXISTING WATER SERVICE SIZE

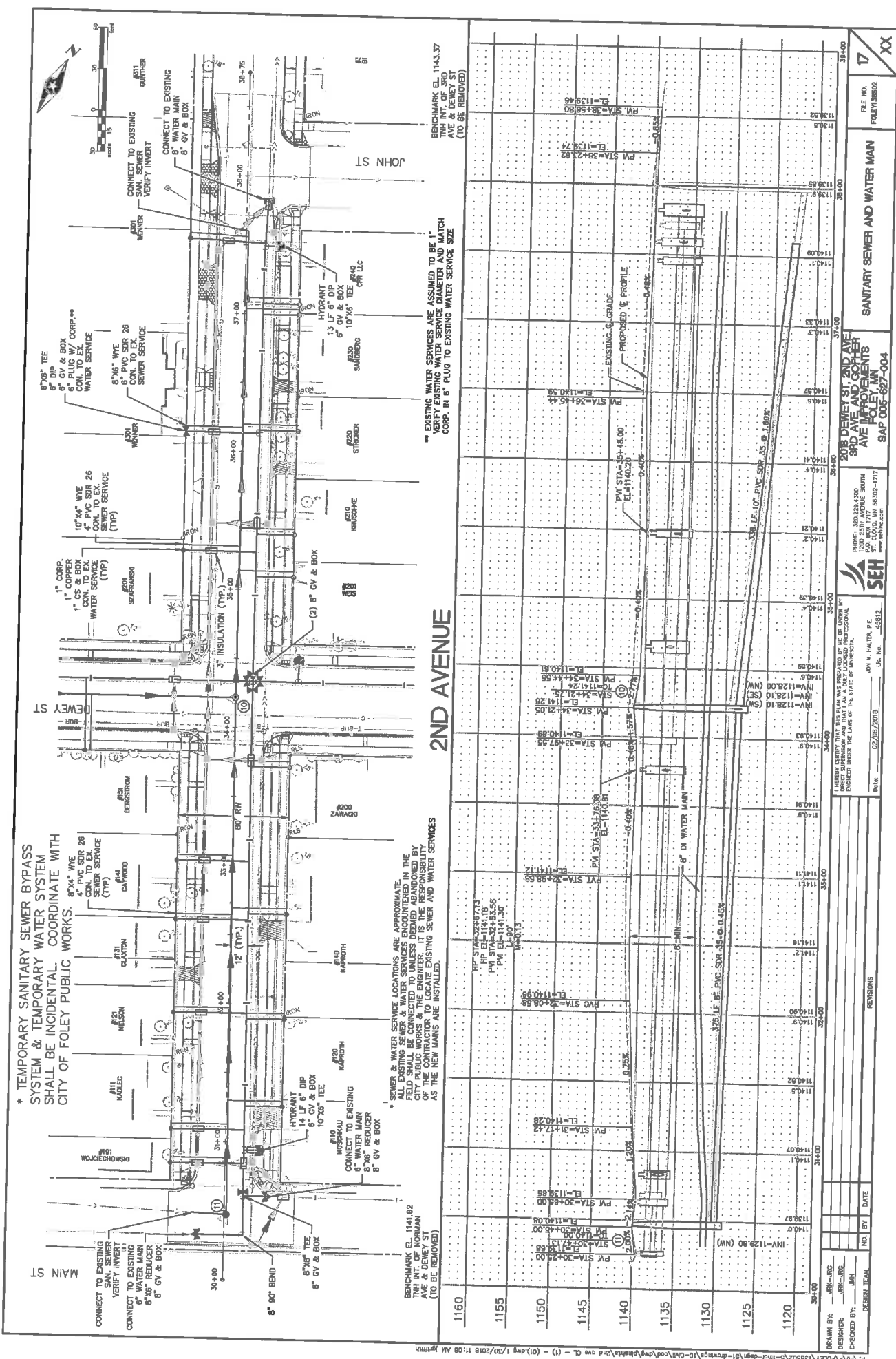
* TEMPORARY SANITARY SEWER BYPASS SYSTEM & TEMPORARY WATER SYSTEM SHALL BE INCIDENTAL. COORDINATE WITH CITY OF FOLEY PUBLIC WORKS.

* SEWER & WATER SERVICE LOCATIONS ARE APPROXIMATE ALL EXISTING SEWER & WATER SERVICES ENCOUNTERED IN THE FIELD SHALL BE CONNECTED TO UNLESS DEEMED ABANDONED BY CITY OF FOLEY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE EXISTING SEWER AND WATER SERVICES AS THE NEW MAINS ARE INSTALLED.

DEWEY STREET

BENCHMARK EL. 1141.74
TIN INT. OF BROADWAY
AVE & DEWEY ST
(TO BE REMOVED)

DRWN BY: JRC-ARG	DESIGNER: JRC-ARG	CHECKED BY: JMH	DESIGN TEAM	NO. BY DATE	REVISIONS	DATE	16	FILE NO. P02118602	XX
208 DEWEY ST. 2ND AVE 3RD AVE AND GORTHER AVE IMPROVEMENTS PROJECT NO. 8AP 003-627-004						SANITARY SEWER AND WATER MAIN			
PHONE: 320.226.4300 FAX: 320.226.4300 P.O. BOX 1717 ST. CLOUD, MN 56302-1717 WWW.SCHWABER.COM						SEH			
1. HONEY CREEK WAS THE FIRST WAS 1997 BY ORDER BY DIRECT BROWN AND THAT AM A NEW LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA						JAN M. HULTIN, P.E.			
Date: 02/09/2018						Lic. No. 43812			



* TEMPORARY SANITARY SEWER BYPASS SYSTEM & TEMPORARY WATER SYSTEM SHALL BE INCIDENTAL, COORDINATE WITH CITY OF FOLEY PUBLIC WORKS.

MAIN ST

JOHN ST

DEMET ST

2ND AVENUE

3RD AVENUE

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283RD AVENUE

284TH AVENUE

285TH AVENUE

286TH AVENUE

287TH AVENUE

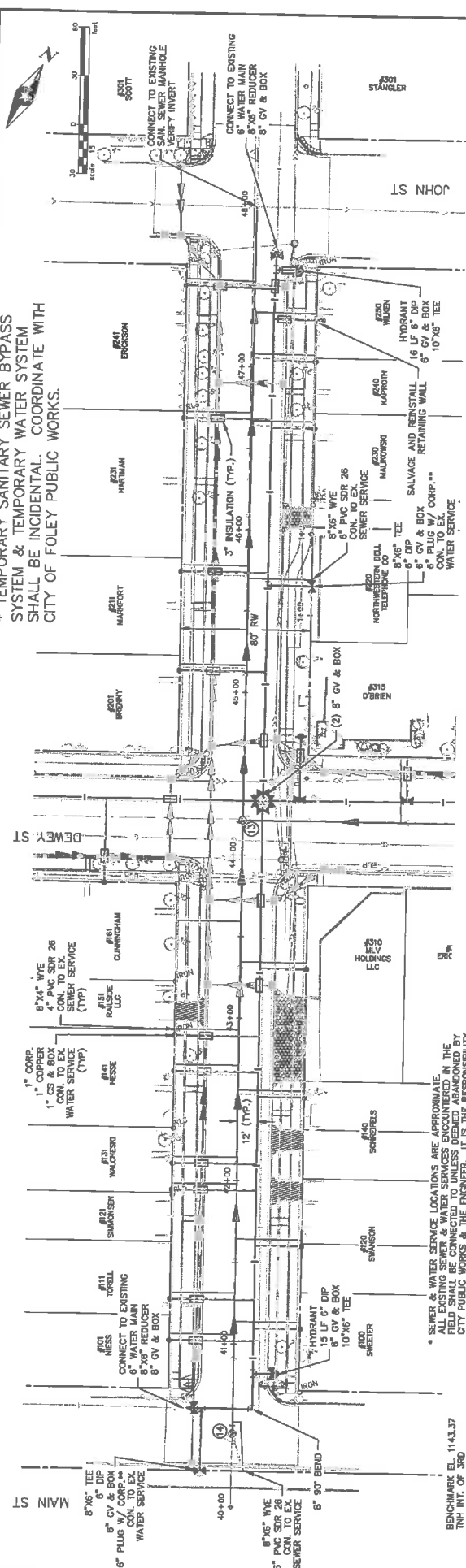
288TH AVENUE

289TH AVENUE

290TH AVENUE

291ST AVENUE

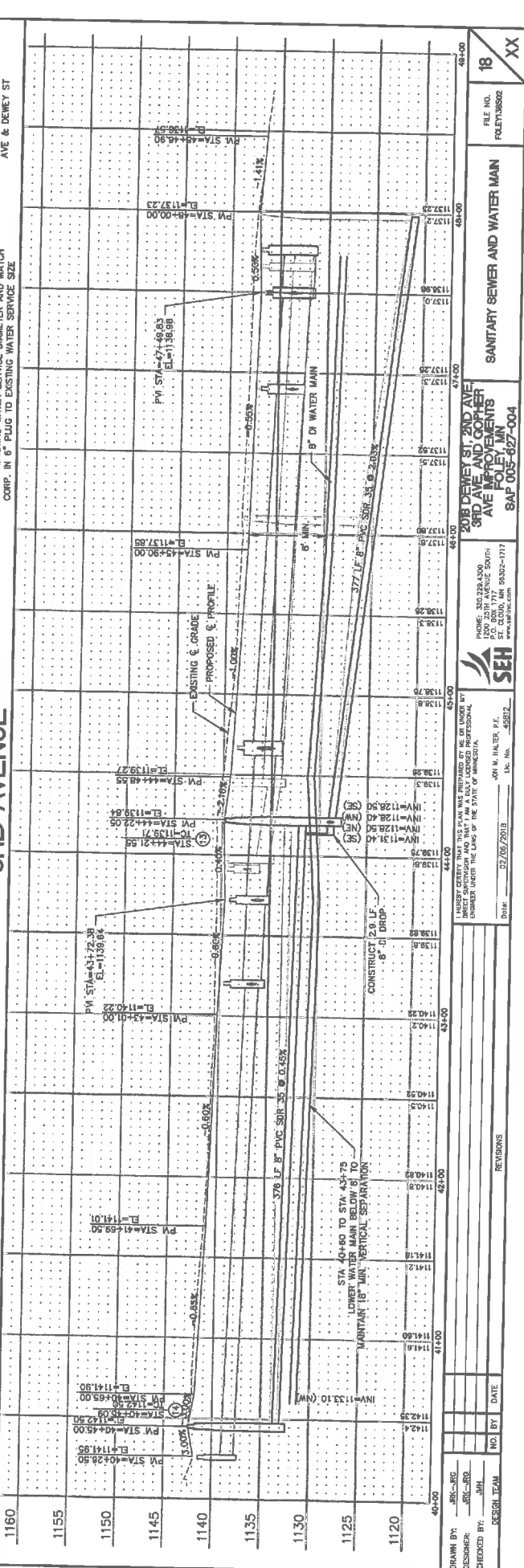
* TEMPORARY SANITARY SEWER BYPASS SYSTEM & TEMPORARY WATER SYSTEM SHALL BE INCIDENTAL, COORDINATE WITH CITY OF FOLEY PUBLIC WORKS.



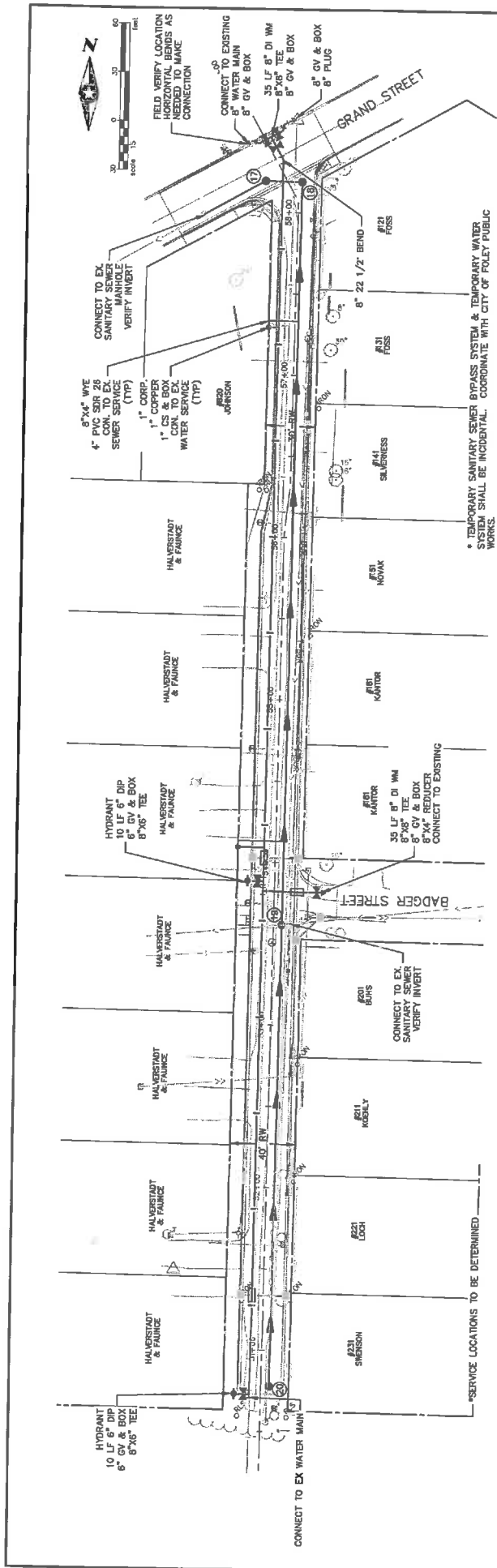
* SEWER & WATER SERVICE LOCATIONS ARE APPROXIMATE. ALL EXISTING SEWER & WATER SERVICES ENCOUNTERED IN THE FIELD SHALL BE RECORDED AND LOCATED BY THE ENGINEER. THE CITY OF FOLEY PUBLIC WORKS & THE ENGINEER SHALL BE RESPONSIBLE FOR THE CONTRACTOR TO LOCATE EXISTING SEWER AND WATER SERVICES AS THE NEW MAINS ARE INSTALLED.

** EXISTING WATER SERVICES ARE ASSUMED TO BE 1" VERIFY EXISTING WATER SERVICE DIAMETER AT MATCH CORP. IN 6" PLUG TO EXISTING WATER SERVICE SIZE

3RD AVENUE



DRWN BY: JRC-ARC	DESIGNER: JRC-ARC	CHECKED BY: JMH	NO. BY: DATE	DESIGN TEAM
REVISIONS				
18				
FILE NO. FOLEY18002				
SANITARY SEWER AND WATER MAIN				
208 DEWEY ST, 2ND AVE, 3RD AVE AND GOPHER AVE IMPROVEMENTS				
84P 005-627-004				
PHONE: 320.224.3300 FAX: 320.224.3301 P.O. BOX 177 F.T. CARROLL, MN 55007-1717 WWW.SCHWABER.COM				
SEH				
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.				
JON M. HALLER, P.E. Lic. No. 45812 Date: 07/06/2018				



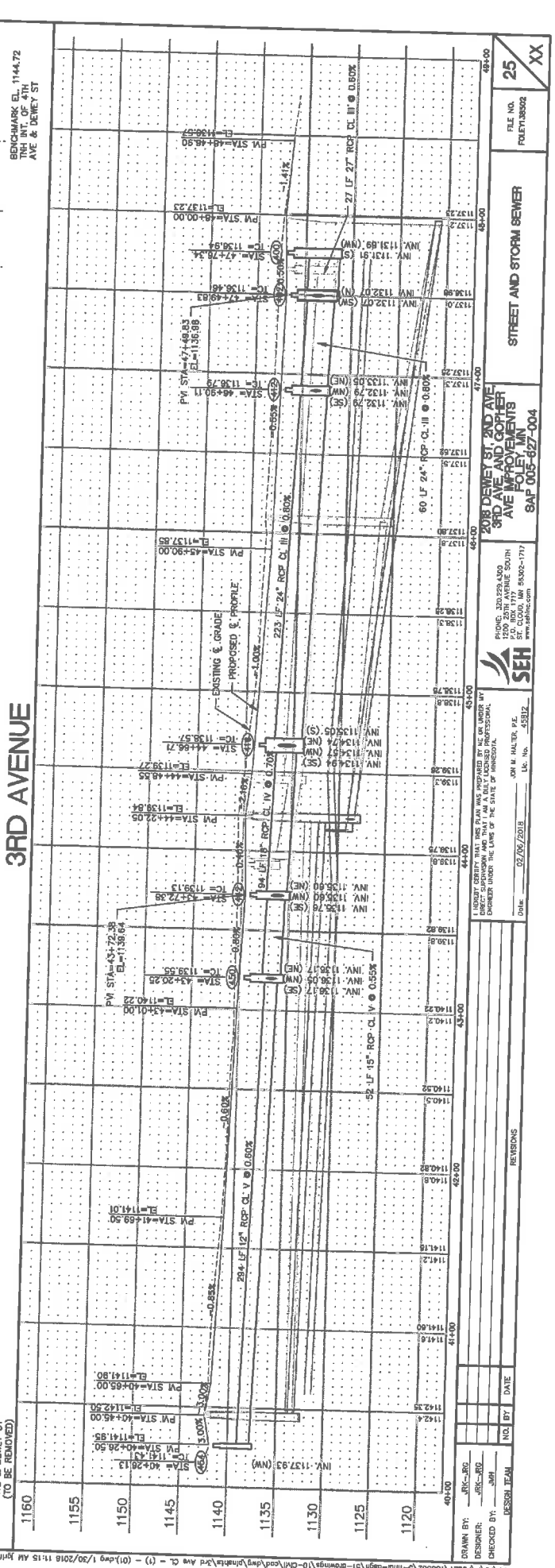
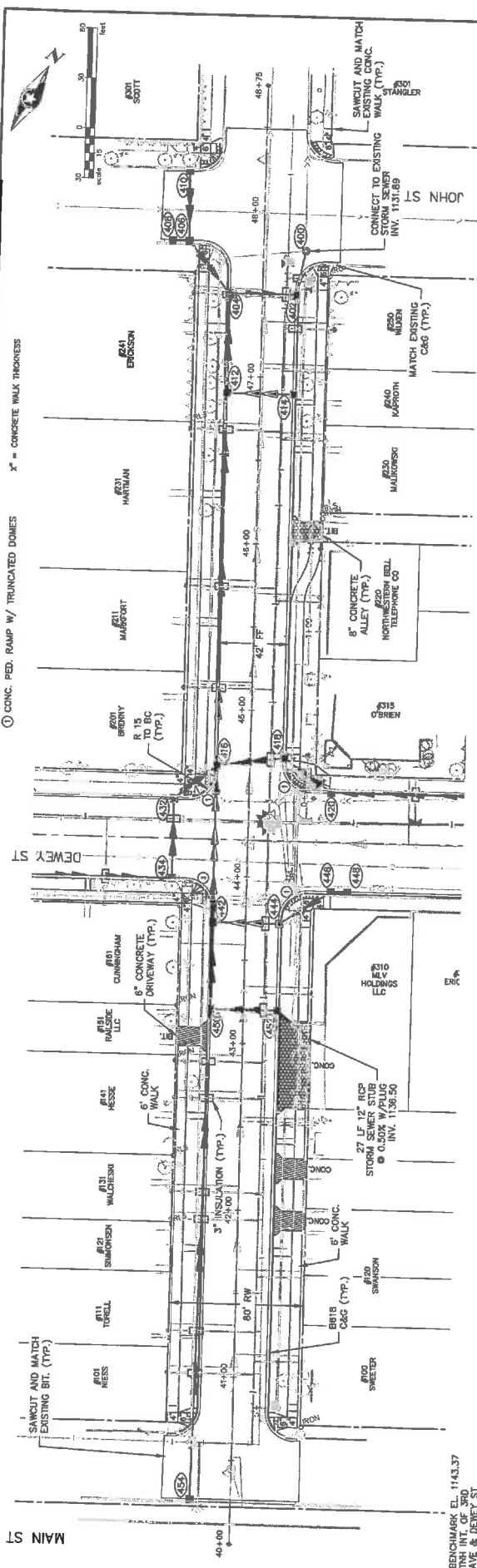
GOPHER AVENUE

P:\V\F\VOL\13802\13802-13802.dwg 1/23/2019 1:58 PM dardus

GOPHER AVENUE

BENCHMARK EL. 1131.43
ON NORTH SIDE OF
GRAND ST. AT GOPHER

11-111



25
FILE NO.
FOLEY3502

STREET AND STORM SEWER

208 DEWEY ST. 2ND AVE.
3RD AVE. AND GORTHER
AVE IMPROVEMENTS
FOLEY, MN
SAP 005-627-004

PHONE: 202.229.4300
FAX: 202.229.4301
1400 BOX 1777 WILMINGTON, DE 19806

SEH

1. I, JAMES H. SEH, CERTIFY THAT THE PLAN AND PROFILE WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

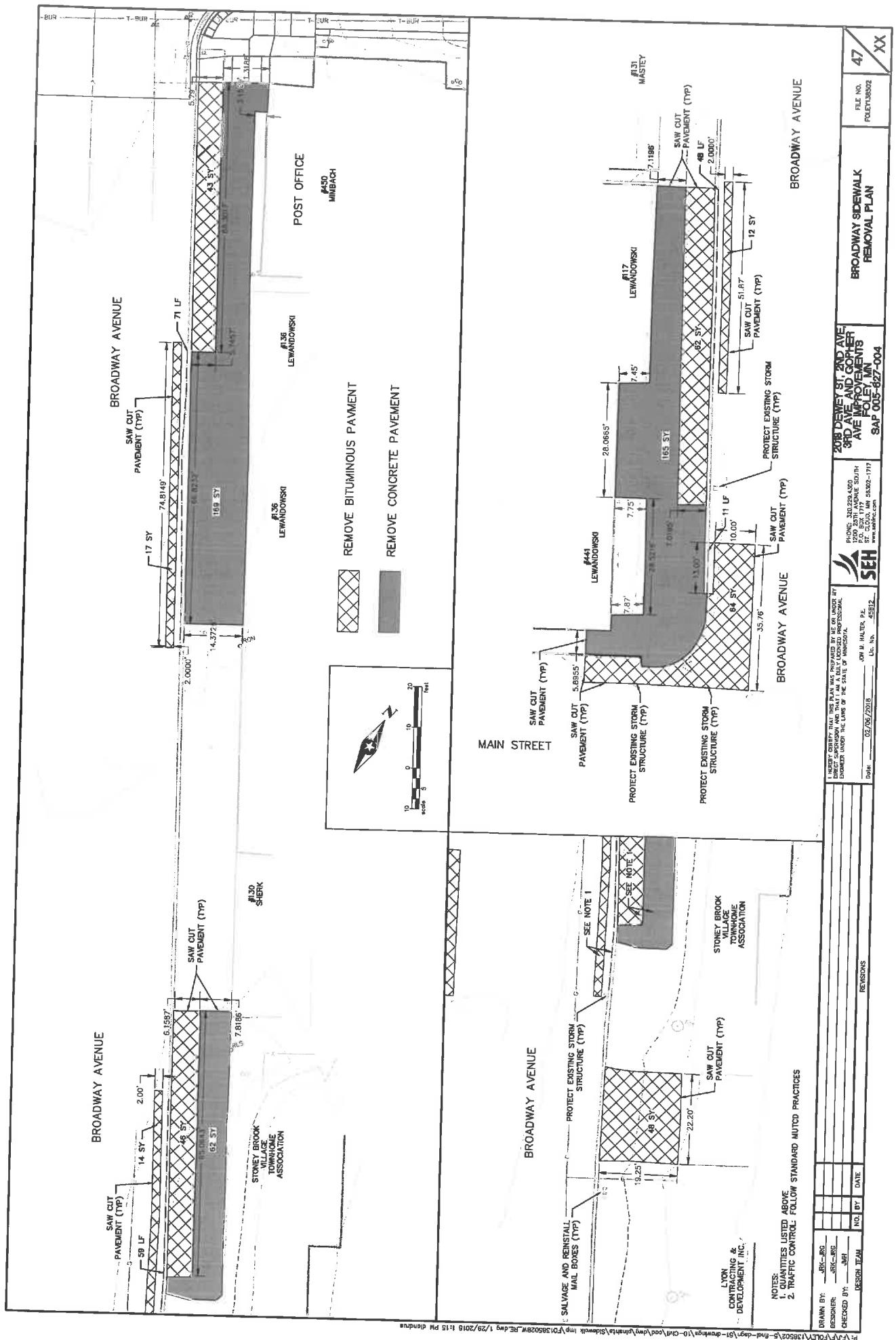
Date: 02/04/2018 Lc. No. 45312

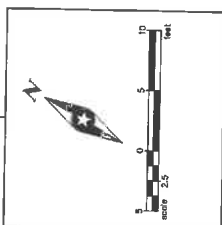
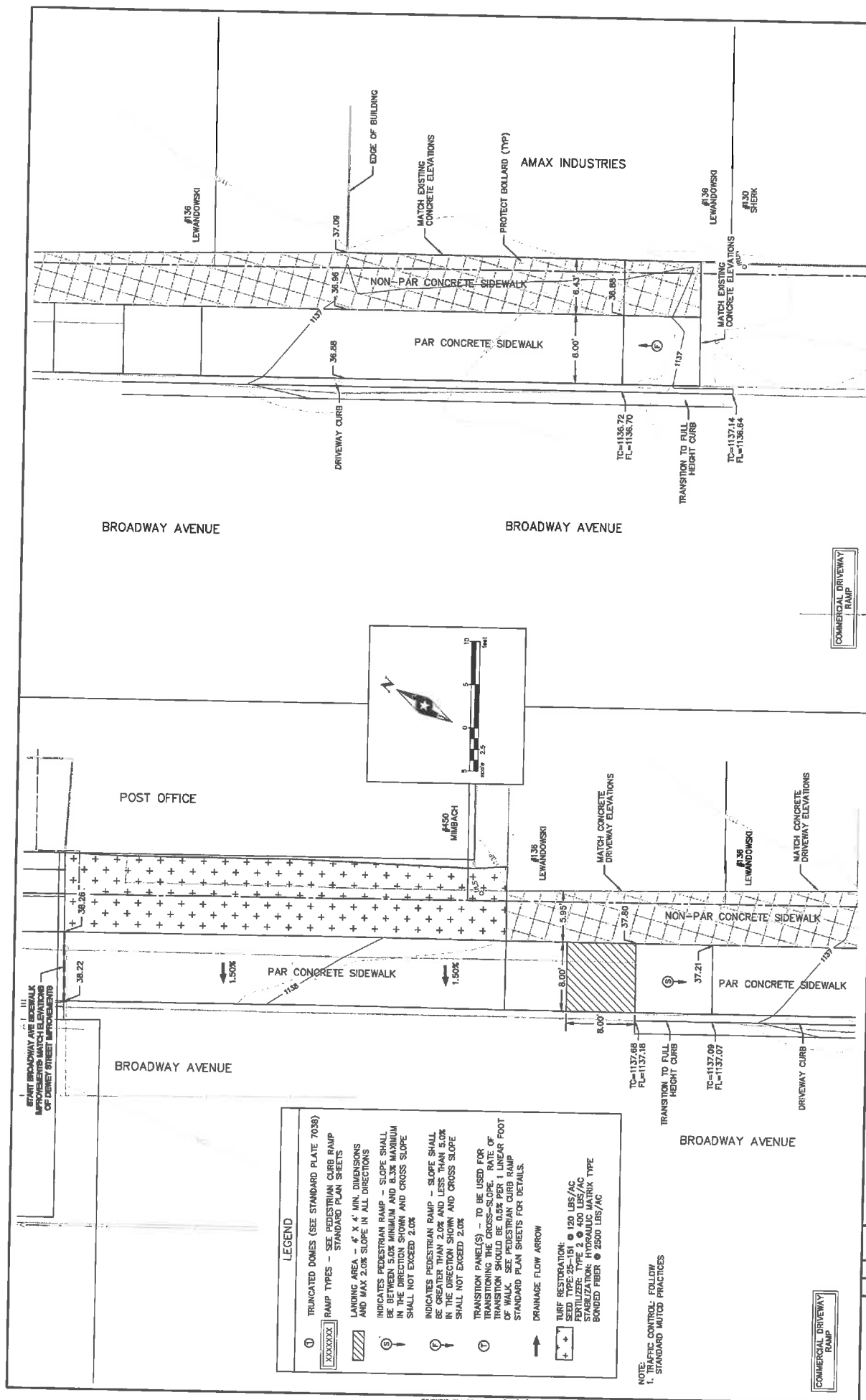
DESIGN TEAM

NO. BY DATE

CHECKED BY: JAH

DRAWN BY: JRC-BR





LEGEND

① TRUNCATED DOWNS (SEE STANDARD PLATE 7038)

XXXXXXX RAMP TYPES - SEE PEDESTRIAN CURB RAMP STANDARD PLAN SHEETS

LANDING AREA - 4' X 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF THE CURB OF WALK. SEE PEDESTRIAN CURB RAMP STANDARD PLAN SHEETS FOR DETAILS.

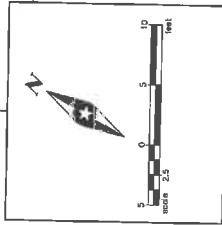
DRAINAGE FLOW ARROW

TURF RESTORATION: 100 LBS/AC
SEED: 100 LBS/AC
FERTILIZER: TYPE 3 @ 100 LBS/AC
STABILIZER: HYDRAULIC MATRIX TYPE
BONDED FIBER @ 2500 LBS/AC

NOTE:
1. STANDARD AUTO PRACTICES

2018 DEWEY ST. 2ND AVE 3RD AVE AND GOPHER AVE IMPROVEMENTS SAP 005-627-004		48 FILE NO. PROJECT 18002	XX
BROADWAY SIDEWALK GRADING PLAN			
PHONE: 320.229.4300 220 ROSE 1717 56302-1717 www.sehinc.com			
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.			
Date: 02/05/2018		Lic. No. 45812	
REVISIONS			
DRAWN BY: JRC-JRC DESIGNED: JRC-JRC CHECKED BY: JMH DESIGN TEAM	NO. 87 DATE		

P:\V\F\PROJECTS\180502\5-180502\5-180502.dwg 1/29/2018 2:05 PM dlorius



NOTE:
1. TRAFFIC CONTROL: FOLLOW
STANDARD MUTCD PRACTICES

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



PHONE: 320.229.4300
1200 25TH AVENUE SOUTH
P.O. BOX 1717
ST. CLOUD, MN 56302-1717
www.sehinc.com

208 DEWEY ST., 2ND AVE
3RD AVE. AND GOPHER
AVE IMPROVEMENTS
FOLEY, MN
SAP 005-627-004

BROADWAY SIDEWALK
GRADING PLAN

FILE NO.
FOLEY 38502

XX

DRAWN BY: JRK-JRG
DESIGNER: JRK-JRG
CHECKED BY: JMH

LEGEND

① TRUNCATED DOWNS (SEE STANDARD PLATE 7038)

XXXXXX RAMP TYPES - SEE PEDESTRIAN CURB RAMP STANDARD PLAN SHEETS

LANDING AREA - 4' x 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE. RATE OF TRANSITION SHALL BE 0.3% PER 1 LINEAR FOOT OF WALK. SEE PEDESTRIAN CURB RAMP STANDARD PLAN SHEETS FOR DETAILS.

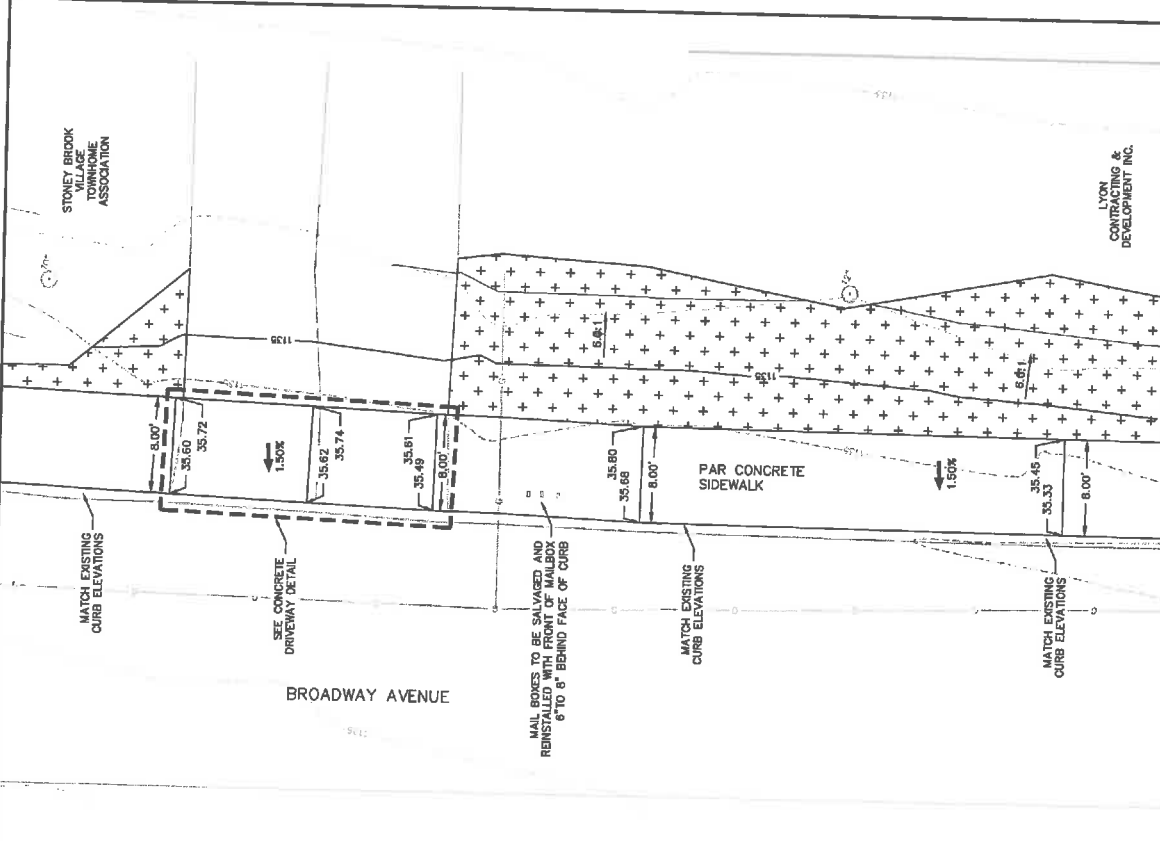
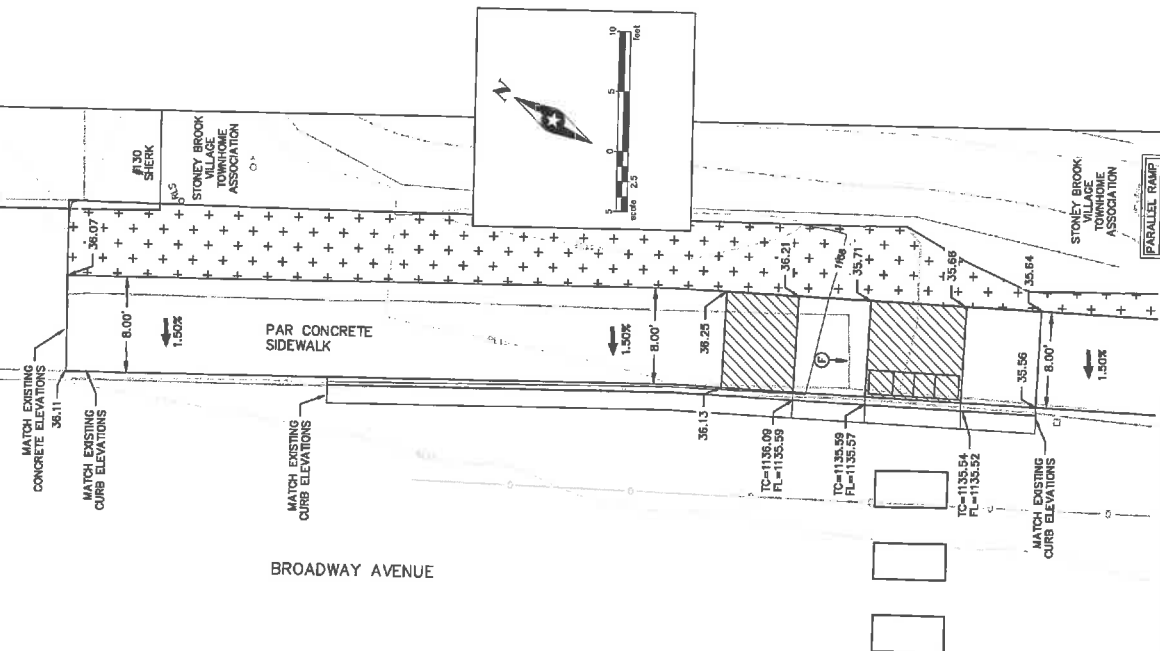
DRAINAGE FLOW ARROW

TURF RESTORATION:
SEED TYPE: 25-181 @ 120 LBS/AC
PERMANENT TYPE: 5-400 LBS/AC
STABILIZATION: HYDROSEEDING MARK TYPE
BONDED FIBER @ 2500 LBS/AC

EXISTING GROUND
8.0' 1.50%
EXISTING CURB
4" CONCRETE
4" SAND BEDDING

TYPICAL SECTION

NOTE:
TRAFFIC CONTROL: FOLLOW
1. STANDARD MOTIC PRACTICES



2018 DEWEY ST. 2ND AVE. 3RD AVE. AND GOPHER AVE IMPROVEMENTS

BROADWAY SIDEWALK GRAZING PLAN

50

FILE NO. F0413502

XX

STONEY BROOK VILLAGE TOWNHOME ASSOCIATION

LYON CONTRACTING & DEVELOPMENT INC.

PHONE: 320.224.4300
FAX: 320.224.4301
P.O. BOX 1717
ST. CLOUD, MN 56302-1717

SEH

SEAN H. HALTER, P.E.

DATE: 02/05/2018

LIC. NO. 45812

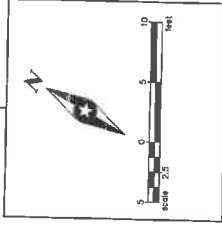
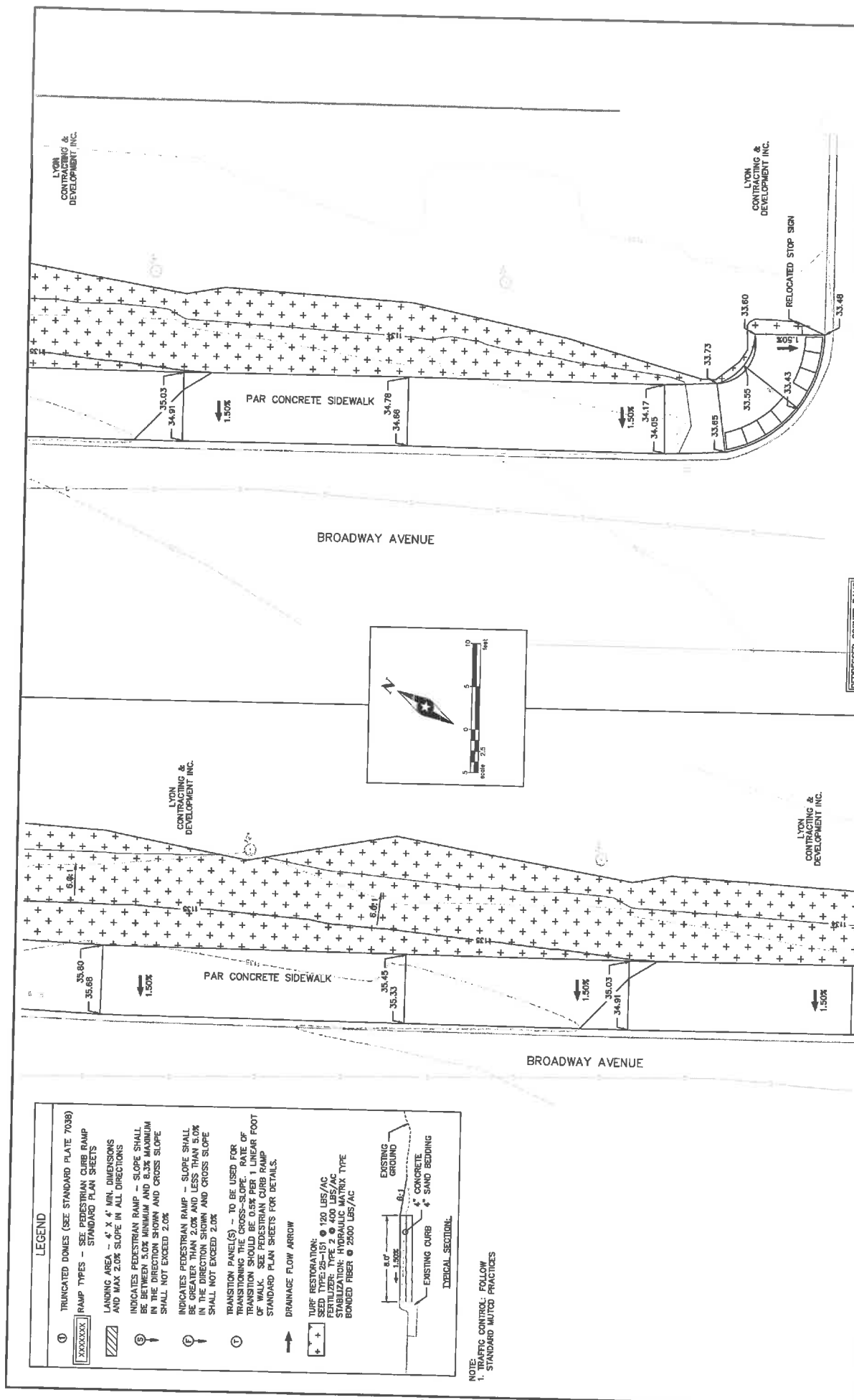
REVISIONS

NO. BY DATE

DESIGN TEAM

DRAWN BY: JRC-JRC

CHECKED BY: JRC-JRC



LEGEND

① TRUNCATED DOWNS (SEE STANDARD PLATE 703B)

XXXXXXX RAMP TYPES - SEE PEDESTRIAN CURB RAMP STANDARD PLAN SHEETS

LANDING AREA - 4' x 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 8.3% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE. RATE OF TRANSITION SHALL BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE PEDESTRIAN CURB RAMP STANDARD PLAN SHEETS FOR DETAILS.

↑ DRAINAGE FLOW ARROW

↑ TURF RESTORATION:
SEED TYPE 25-191 @ 120 LBS/AC
FERTILIZER TYPE 10-10-10 @ 400 LBS/AC
STABILIZER: HYDROMAX MINIX TYPE
BONDED FIBER @ 2200 LBS/AC

TYPICAL SECTION

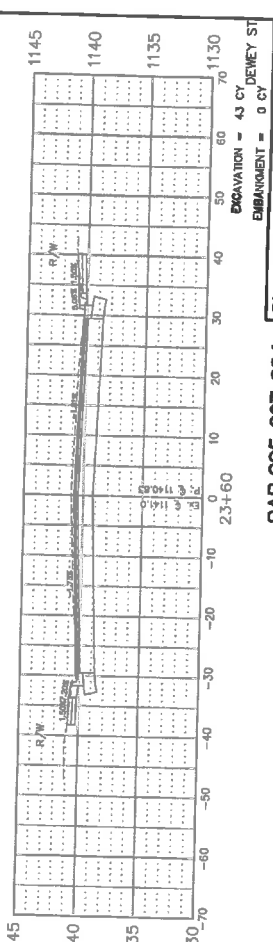
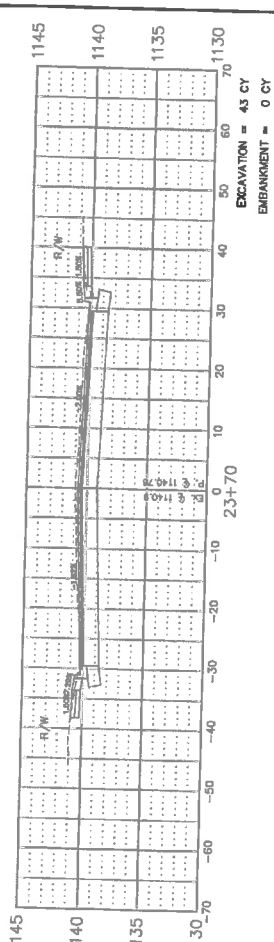
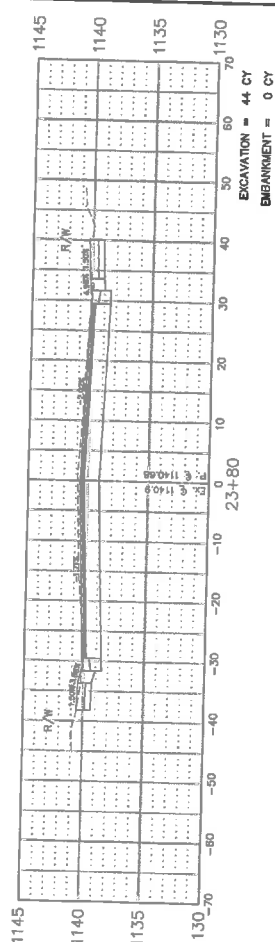
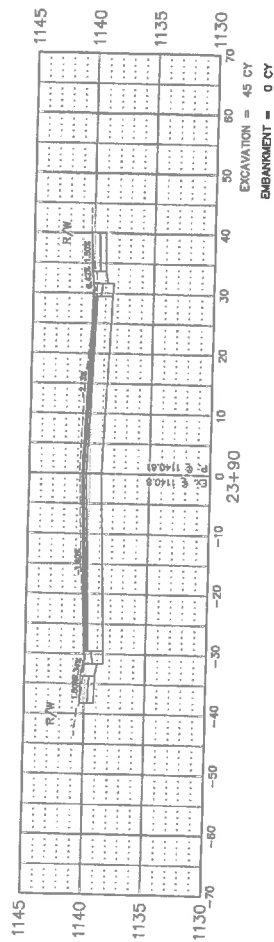
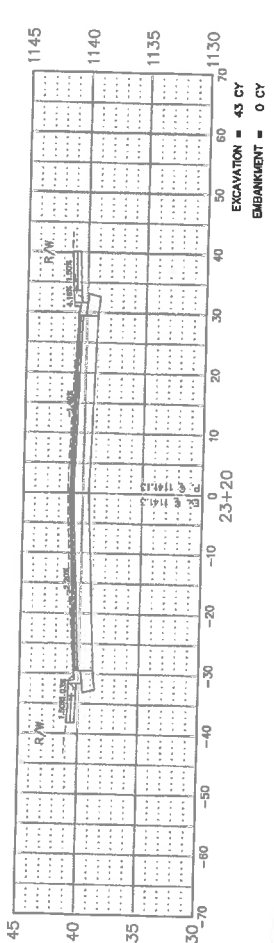
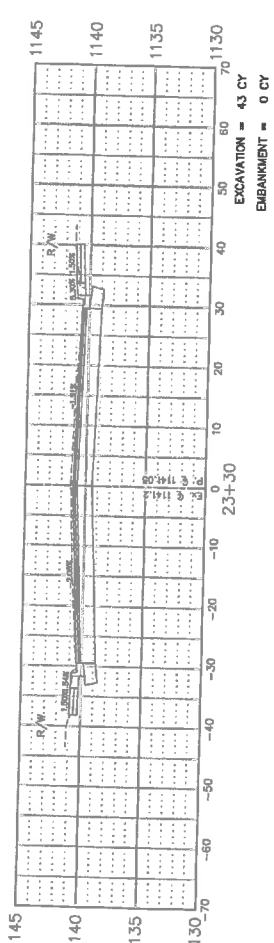
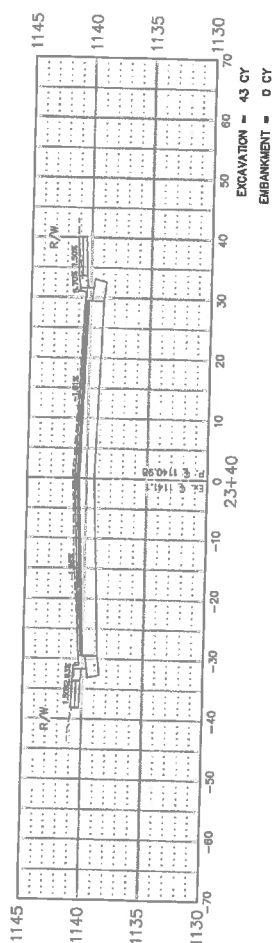
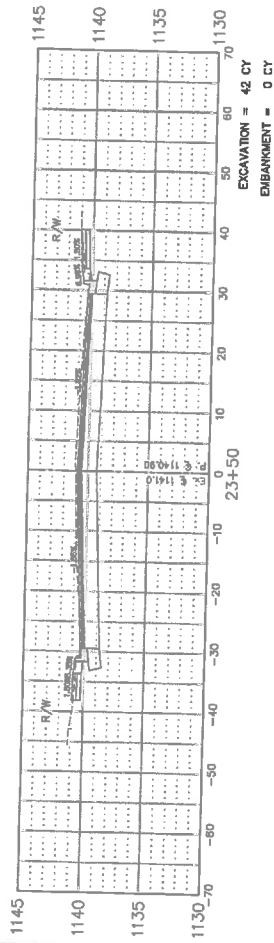
NOTE:
1. TRAFFIC CONTROL: FOLLOW
STANDARD MUTCD PRACTICES

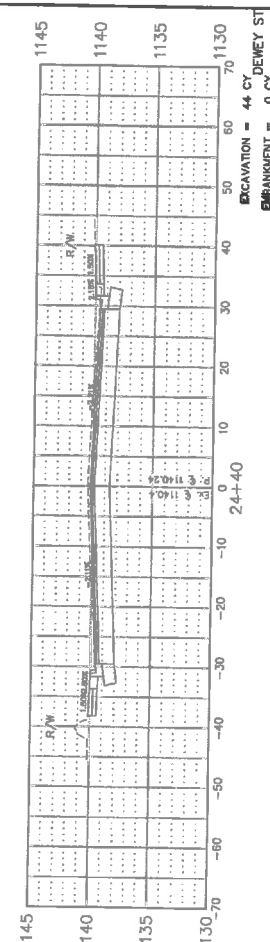
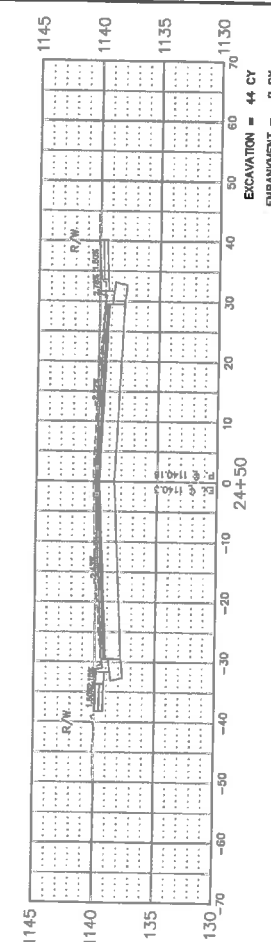
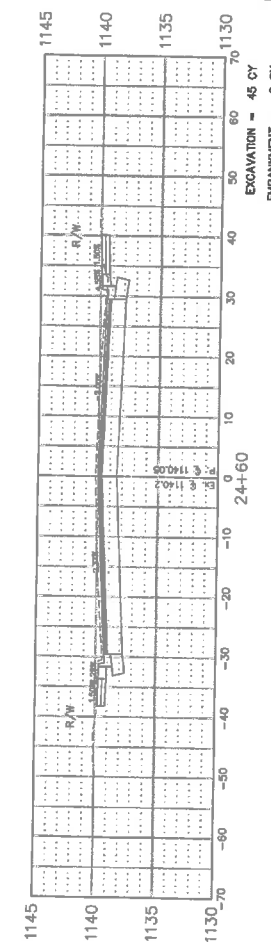
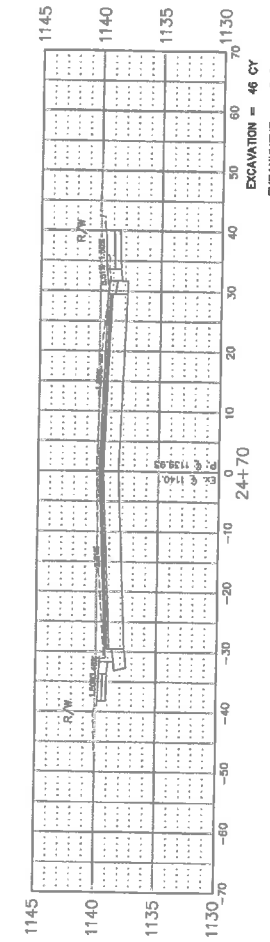
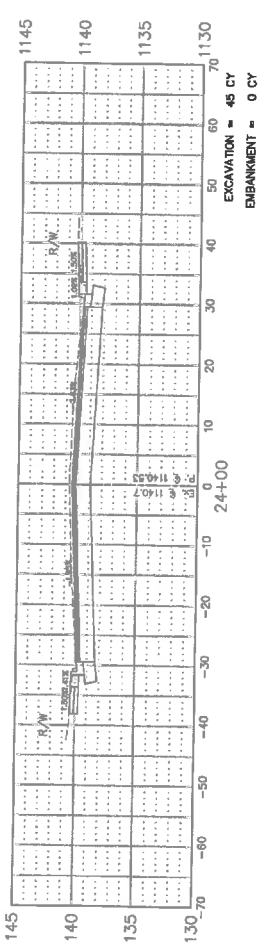
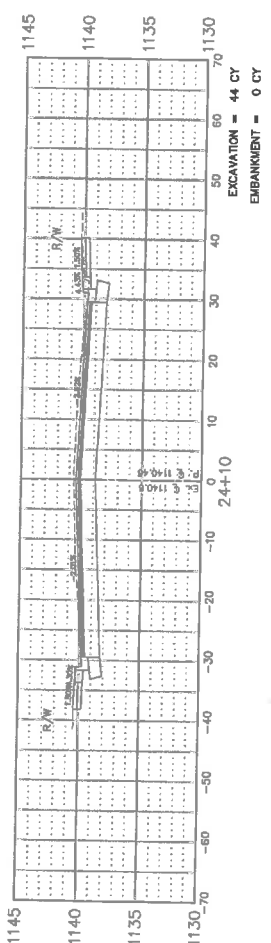
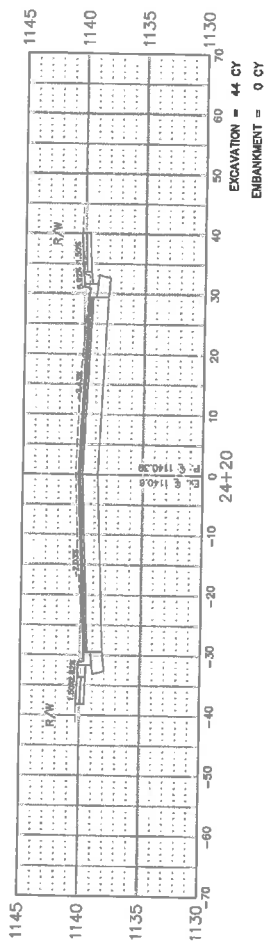
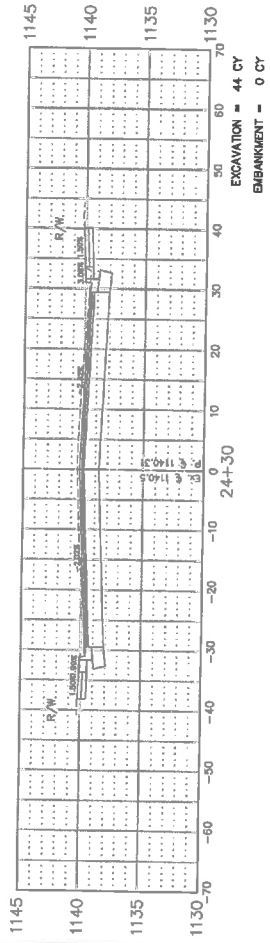
DEPRESSED CORNER RAMP

DRAWN BY: JWC-RE DESIGNED: JWC-RE CHECKED BY: JMH DESIGN TEAM:		NO. BY: DATE: REVISIONS:	PROJECT NO.: 2018 DEWEY ST. 2ND AVE 3RD AVE AND GOTHER AVE IMPROVEMENTS POLEY, MN BAP 000-627-004	FILE NO.: 51 POLEY30502	51 XX
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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 JON M. HARTER, P.E.
 Lic. No.: 45812
 Date: 02/09/2018

PHONE: 320.228.4300
 1000 W. WASHINGTON AVE. SOUTHWEST
 PO. BOX 177
 ST. CLOUD, MN 56302-1777
 WWW.SCHWABER.COM





CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 - 07

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a resolution passed by the council on July 11, 2017 and November 7, 2017 the city engineer has prepared plans and specifications for 2018 Dewey Street, 2nd Avenue, 3rd Avenue, and Gopher Avenue, and Broadway Avenue Sidewalk Improvements by reconstructing the streets, storm sewer, water main, sanitary sewer, street lighting, and adding sidewalks, and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FOLEY, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The city administrator shall prepare and cause to be inserted in the official paper (and on Quest CDN) an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the administrator until 10:00 a.m. on March 27, 2018, (pending MnDOT review, which may affect the bid date) at which time they will be publicly opened in the council chambers of the city hall by the city administrator and engineer, will then be tabulated, and will be considered by the council at 5:00 p.m. on April 3, 2018, in the council chambers of the city hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the administrator for 5 percent of the amount of such bid.

PASSED AND ADOPTED by the City Council of the City of Foley this 6th day of February, 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator



Foley Police Department

Calls for Service - 2018

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	6												
Equipment Vio.	13												
Speed	12												
DWI/DUI	0												
DAR/S/C	3												
# Citations Issued	*9												
Accidents	1												
Hit and Run	2												
Gas Drive Offs	5												
Thefts	4												
Controlled Substance	2												
Suspicious Activity	16												
Burglaries/Robbery	0												
Medicals/Welfare	15												
Assaults/Domestics	2												
Harassment	4												
CDP/Vandalism	1												
Animal Complaints	4												
City Ordinance	0												
Parking Tickets	26												
Disturbing the Peace	0												
Gun Permits	2												
Warrant Arrests	1												
Civil	3												
Lockout	3												
Assist other Agencies	11												
Special Events	17												
Misc.	23												
TZD Hours	0 Hours												
Total:	176												

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



Building a Better World
for All of Us®

January 29, 2018

RE: Foley, Minnesota
2018 Star Auto Parking Lot
SEH No. FOLEY 143317 14

Honorable Mayor and City Council
c/o Ms. Sarah Brunn, City Administrator
City of Foley
251 Fourth Avenue North
PO Box 709
Foley, MN 56329-0709

Dear Mayor and Members of the City Council:

Quotes were opened at 5:00 p.m. on Friday, January 26, 2018, for the above-referenced improvement.

The low quote was submitted by Hardrives, Inc. of Rogers, Minnesota in the amount of \$79,869.51. A complete tabulation of bids is enclosed.

Although the quotes came in slightly above the engineers estimate, we know of no reason the project should not be awarded to the low bidder for the amount of \$79,869.51.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Halter", with a long horizontal line extending to the right.

Jon Halter, PE
City Engineer

djg

Enclosure

p:\f\foley\143317\1-gen\14-com\l owner recommendation 012918.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, P.O. Box 1717, St. Cloud, MN 56302-1717
SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 800.572.0617 | 888.908.8166 fax



TABULATION OF BIDS

PROJECT NO.: FOLEY 143317
 NAME: 2018 STAR AUTO PARKING LOT
 OWNER: FOLEY, MN
 BID DATE: 5:00 P.M., FRIDAY, JANUARY 26, 2018

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 HARDRIVES, INC.		2 KNIFE RIVER-N CENTRAL	
				UNIT	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	1.00	LUMP SUM	MOBILIZATION		\$7,000.00		\$5,520.53		\$15,000.00
2	1.00	LUMP SUM	TRAFFIC CONTROL		\$2,000.00		\$1,349.23		\$4,000.00
3	1.00	LUMP SUM	EROSION CONTROL		\$500.00		\$665.78		\$1,000.00
4	520.00	LIN FT	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$3.00	\$1,560.00	\$2.82	\$1,466.40	\$2.50	\$1,300.00
5	6.00	LIN FT	SAWING CONCRETE PAVEMENT (FULL DEPTH)	\$5.00	\$30.00	\$3.39	\$20.34	\$3.00	\$18.00
6	76.00	LIN FT	REMOVE CURB AND GUTTER	\$3.00	\$228.00	\$2.26	\$171.76	\$5.00	\$380.00
7	508.00	SQ YD	REMOVE BITUMINOUS PAVEMENT	\$3.00	\$1,524.00	\$2.26	\$1,148.08	\$1.85	\$939.80
8	40.00	SQ YD	REMOVE CONCRETE PAVEMENT	\$5.00	\$200.00	\$4.51	\$180.40	\$2.50	\$100.00
9	350.00	CU YD	COMMON EXCAVATION (PQ)	\$10.00	\$3,500.00	\$15.30	\$5,355.00	\$10.00	\$3,500.00
10	69.00	CU YD	AGGREGATE BASE CL 5 (LV)	\$20.00	\$1,380.00	\$22.57	\$1,557.33	\$30.00	\$2,070.00
11	87.00	TON	TYPE SP 9.5 WEAR COURSE MIX (3,C)	\$72.00	\$6,264.00	\$107.11	\$9,318.57	\$90.00	\$7,830.00
12	115.00	TON	TYPE SP 12.5 WEAR COURSE MIX (3,C)	\$69.00	\$7,935.00	\$100.63	\$11,572.45	\$90.00	\$10,350.00
13	45.00	GAL	BITUMINOUS MATERIAL FOR TACK COAT	\$2.00	\$90.00	\$6.52	\$293.40	\$2.00	\$90.00
14	215.00	SQ YD	BITUMINOUS STREET RESTORATION	\$40.00	\$8,600.00	\$27.18	\$5,843.70	\$20.00	\$4,300.00
15	515.00	LIN FT	B618 CONCRETE CURB AND GUTTER	\$35.00	\$18,025.00	\$22.57	\$11,623.55	\$25.00	\$12,875.00
16	3.00	SQ YD	CONCRETE VALLEY GUTTER	\$50.00	\$150.00	\$90.27	\$270.81	\$125.00	\$375.00
17	1,540.00	SF	4" CONCRETE WALK	\$6.00	\$9,240.00	\$6.15	\$9,471.00	\$8.50	\$13,090.00
18	230.00	SF	6" CONCRETE WALK	\$8.00	\$1,840.00	\$11.21	\$2,578.30	\$12.00	\$2,760.00
19	51.00	SY	8" CONCRETE DRIVEWAY PAVEMENT	\$70.00	\$3,570.00	\$97.57	\$4,976.07	\$80.00	\$4,080.00
20	44.00	SF	TRUNCATED DOMES	\$45.00	\$1,980.00	\$56.42	\$2,482.48	\$50.00	\$2,200.00
21	5.00	CY	RANDOM RIPRAP, CLASS III	\$70.00	\$350.00	\$112.84	\$564.20	\$50.00	\$250.00
22	2.00	HOURL	STREET SWEEPING TYPE WET PICKUP	\$115.00	\$230.00	\$169.26	\$338.52	\$130.00	\$260.00
23	3.00	SQ FT	SIGN PANELS TYPE C	\$50.00	\$150.00	\$222.29	\$666.87	\$175.00	\$525.00
24	2.00	EACH	PAVEMENT MESSAGE (HANDICAP) - EPOXY	\$150.00	\$300.00	\$141.05	\$282.10	\$400.00	\$800.00
25	144.00	SQ FT	ZEBRA CROSSWALK - EPOXY	\$4.50	\$648.00	\$4.96	\$714.24	\$10.00	\$1,440.00
26	580.00	LIN FT	4" SOLID LINE WHITE - EPOXY	\$0.40	\$232.00	\$2.48	\$1,438.40	\$0.50	\$290.00
GRAND TOTAL BID					\$77,526.00		\$79,869.51		\$89,822.80

P:\FJ\FOLEY\143317\6-bid-const\Bidding\Bld Tabulation.xlsx\BIDTAB

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 02-06-18 COUNCIL MEETING
DATE: FEBRUARY 2, 2018

MEETING TO START @ 5PM DUE TO CAUCUSES!!!

Consent Agenda

In your packet is a data practices policy. This policy has taken a few months to prepare. This is a policy that is required for us to adopt in order to comply with state statute. The policy outlines who are responsible parties and the different types of data we have. The city has a responsibility to maintain and protect data of the city. Data requests require a process be followed and in some instances the city can charge for the research or compiling of data. The city attorney has reviewed the policy and staff is recommending approval by adopting the resolution in the consent agenda.

The personnel committee met and discussed the staffing issues with the police department. Please see a memo provided by Chief McMillin on the status. There are a few hiring approvals in the consent agenda.

A library grant agreement has been included in your packet for approval. This has been reviewed by the attorney and city staff. Acceptance of this agreement is necessary prior to the acceptance of grant funds.

In your packet are quotes for 2 separate projects at City Hall. The first is for the push button door and window replacement. This project was awarded library grant funds through the MN Department of Education that will be applied towards the project. The second project is for the city hall window/counter. Both of these items were budgeted for in 2018. If approved, work will begin in the next week or so on these items.

Staff has made some minor amendments to the city's TIF application and is asking for council approval on the changes in the consent agenda. Keep in mind any application would be reviewed by staff, EDA and then submitted to the council for final approval. We have had a few inquiries regarding TIF financing but do not have any current applications in process.

Foley Public Schools – Paul Neubauer – Core Values

The superintendent of schools, Paul Neubauer, will be at the meeting presenting the final core values of Foley Public Schools that have been recently adopted by the school board. I participated in the team that worked to create the narrative for these values. The school is requesting official support of these values and I have drafted a resolution for the council to officially adopt.

The economic development task force has had many discussions on branding or marketing of the city in its recent meetings. Many of our discussions have focused on our strengths, a big one including our school system. When we look at marketing our city, it's important to focus on the things we do well or assets we have in our community. Supporting the core values of the school is one way we can do this and tie this asset into the way we market our city.

2018 Dewey/2nd/3rd/Gopher/Broadway Project

City Engineer Jon Halter will be presenting an overview of the plans and specs for the 2018 improvements. Following this overview council should consider a resolution approving the plans and specs and authorizing the advertisement for bids. The plans and resolution are included in your packet.

Star Auto Parking Lot

Staff did obtain quotes on the construction of the parking lot at Broadway & John Street. Copies of the quotes are in your packet and will be presented at the meeting. Staff does recommend proceeding with the project. It is my recommendation that we utilize small city assist funding (approximately \$20,000) and recent insurance dividends/retro refunds (\$16,000) as well as general fund reserves to pay for the parking lot improvements.

Norman Avenue "No Parking"

Staff has been approached about safety concerns along Norman Avenue N near the New Life Church and ballfields as a result of parking on both sides of the road. People are often crossing there to get to their vehicles parked on the other side of the road and vehicle traffic is running at 45mph in that zone. After discussing with county and school officials staff is recommending that we sign "no parking" on the west side of Norman Avenue N. If council is ok with proceeding in this direction we will prepare an ordinance amendment and present at an upcoming meeting.

Update on Wastewater Facility Plan

Staff will provide an update to the council on the work being done on the facility plan under old business.

TA Application

We have been invited to present on February 7th regarding our TA application. Myself, the county and school will be making the presentation. We expect to hear whether we receive funds or not by April/May of 2018.

Councilmember Appointment

It has been a very difficult couple weeks for our city with the sudden passing of councilmember Brian Weis. At the March meeting the council will take some time to discuss some options on how we proceed with the vacant position. All councilmembers should know that in the interim we can operate with a four-member council and continue to conduct business and continue progress on existing projects.

City Attorney

The city attorney & I have had some discussions about his attendance at council meetings. In the interest of cost-savings we have decided that we will only have the city attorney attend meetings we feel are necessary or when the council will be discussing items that would require significant legal opinion or guidance. The city attorney will continue to review all packets prior to the meeting and relay any concerns to staff. Councilmembers should also feel free to contact me in the instance they would like to discuss an item with the attorney.

Upcoming Reminders

- Caucuses held on February 6th – 5-6pm.
- Planning Commission Meeting – February 12th @ 6:30pm
- City Offices closed February 19th for President's Day.