



**City Council – Meeting Agenda  
July 11, 2017 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
  - Approve minutes June 6, 2017.
  - Approve BCA policies for Foley Police Department
  - Adopt Resolution #2017 – 17 Receiving Feasibility Report and Calling for Hearing
  - Approve payment of bills
5. Dewey Street/2<sup>nd</sup> Avenue/3<sup>rd</sup> Avenue Preliminary Assessment Presentation and Public Hearing.
  - Overview of Project - City Engineer, Jon Halter
  - Public Hearing
  - Adopt Resolution #2017 – 16 Authorizing Plans & Specs for Dewey/2<sup>nd</sup>/3<sup>rd</sup> Avenue
6. Discussion on Wastewater Facility Plan.
  - Overview of Scope of Services – Jessica Hedin, S.E.H.
  - Approve Facility Plan Scope of Services
7. Foley Area C.A.R.E. – Connie Cardinal
8. Mayor's Comments & Open Forum.
9. Department Reports:
  - Police Department –Katie McMillin
  - City Attorney – Adam Ripple
  - City Engineer – Jon Halter
    - Discussion on 6<sup>th</sup> Ave/Broadway water main loop.
  - Public Works – Mark Pappenfus
  - Administration – Sarah Brunn
10. Old Business
11. New Business
12. Adjourn

CITY OF FOLEY, MINNESOTA  
REGULAR CITY COUNCIL MEETING – June 6, 2017

The Foley City Council held a regular meeting on June 6, 2017, 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 du'Monceaux, seconded by Swanson, to approve the agenda. Motion carried, unanimous.

**Consent Agenda**

Motion by Gondeck, seconded by du'Monceaux, to approve the consent agenda, which included the following:

- Approve minutes of May 2, 2017
- Approve GRRL - Foley Library Agreement
- Approve purchase of downtown holiday decorations
- Adopt Resolution #2017-12 Approve Gambling Premises Permit
- Adopt Resolution #2017-14 Approve Gambling Premises Permit
- Adopt Resolution #2017-15 Debt Management Policy
- Approve seasonal hiring
- Approve payment of bills paid by checks #49652 - #49721

Motion carried, unanimous.

**Public Hearing - Variance Request - 301 John Street**

Mayor Bettendorf recessed the regular City Council meeting at 5:32 p.m. to conduct the public hearing for an accessory structure 2.5 foot variance request. Tom Mazcaeck, 362 Maple Drive, contractor for the project, gave an overview of the project and requested a variance. The variance still meets building code standards. Swanson asked if there were any discussions with the neighbors. Bernadette Stangler, 301 John Street, explained no concerns have been addressed with her.

Mayor Bettendorf reconvened the regular City Council meeting at 5:36 p.m.

Motion by Gondeck, seconded by Swanson, to adopt Resolution #2017-13 Approving Variance at 301 John Street. Motion carried, unanimous.

**New Life Church - Fence Site Plan Approval**

Jim VonWald, pastor was present. Motion by du'Monceaux, seconded by Weis, to approve the fence site plan. Swanson questioned if there were any concerns with future parking. VonWald indicated no based on the significant amount of land owned. Motion carried, unanimous.

**Schlenner & Wenner - 2016 Audit Report**

Jon Archer & Ashley Megher with Schlenner & Wenner gave an overview of the city's audit. The audit concluded with a clean and unmodified opinion. Archer reviewed revenues, which were higher than budgeted in 2016. Expenditures were reviewed. The general fund balance was reviewed. Archer indicated assigning more of the fund balance would be beneficial to the city. The special revenue funds, including the fire and pool, were reviewed. The bond funds were reviewed, which contain three major outstanding debt services. The capital improvement funds were reviewed, including accounting for the shared 4th Avenue N project. The enterprise funds (water/sewer) were reviewed and show a net operating income, meaning the funds are sustaining itself. A summary of the government wide revenues was reviewed, noting a high miscellaneous line item due to the shared project with the county. The government wide expenses were reviewed. The compliance items were discussed, including the audit findings. Motion by Gondeck, seconded by Swanson, to accept the 2016 audit report. Motion carried, unanimous.

#### **Public Hearing - Annual Liquor License Approvals**

Mayor Bettendorf recessed the regular City Council meeting at 5:54 p.m. to conduct the public hearing on the annual liquor license renewals, temporary malt liquor licenses, and special on sale liquor license requests as indicated below:

- On Sale Liquor: Mr. Jim's, Foley American Legion, Jax Firehouse and Stone Creek.
- Sunday On Sale Liquor: Mr. Jim's, Foley American Legion, Jax Firehouse and Stone Creek.
- Off Sale Liquor: Coborn's Inc., Foley American Legion, Jax Firehouse and Super Spirits.
- On Sale Wine: TJ's Coffee Shop
- Non-enclosed Premises On Sale Liquor: Jax Firehouse, Foley American Legion, and Mr. Jim's.
- Temporary 3.2 percent malt liquor licenses:
  - Foley Lion's Club - June 19-21, 2017 for Foley Fun Days.
  - St. John's Church, 621 Dewey Street - July 16, 2017.
  - Foley Area Chamber – Oktoberfest – Lion's Park– September 23, 2017
  - Special On-Sale Liquor – Mr. Jim's – June 17, 2017 –Noise Ordinance Exemption – Outdoor Band/Liquor

No one spoke for or against the applications. Mayor Bettendorf reconvened the regular City Council at 5:56 p.m.

Motion by Gondeck, seconded by du'Monceaux, to approve the liquor licenses. Motion carried, unanimous.

#### **Approve Annual Tobacco License Renewals**

The annual tobacco licenses were presented:

- Brenny Oil
- Casey's General Store
- Coborn's
- Coborn's Liquor
- Little Dukes
- Family Dollar
- SuperAmerica

- Super Spirits

Motion by Gondeck, seconded by Weis, to approve the annual tobacco license renewals. Motion carried, unanimous.

**Ron Brown - 740 John Street - I/I Fees**

Ron Brown, 740 John Street, explained his concern with not knowing about the I/I project when he purchased his property about a year ago. Brown indicated he has met with staff and S.E.H. and is working on the repairs. Brown requested fees be deferred until Aug. 1, 2017. Bettendorf indicated the city is not responsible for private side fixes. Bettendorf also indicated sellers have an obligation to disclose this type of issue. Bettendorf expressed concern with giving extensions or waiving these fees since this project has been going on for a long time and everyone should have been compliant. Waiving one would be problematic for the city. Gondeck indicated having owned the property for over a year is a long time and expressed concern of setting precedent by granting the request. Brown indicated the city never informed them of the problem. du'Monceaux asked when he received a letter or the latest correspondence and Brown indicated earlier this year. Pappenfus gave an overview of the situation and indicated all other properties in the city have had to resolve the problems. Motion by Gondeck, seconded by du'Monceaux, to deny the request of Brown. Motion carried, unanimous.

**Sandy Kalaway - 620 Dewey Street - I/I Fees**

Sandy Kalaway, 620 Dewey Street, gave an overview of the situation and a concern with the I/I inspector and process. City Engineer Jon Halter gave an overview of the situation and Administrator Sarah Brunn indicated no response was received from the out of compliance letter sent in January. Kalway gave an overview of his correspondence and conversations with the city staff. Bettendorf expressed concern with waiving the fees and setting a precedent. Motion by Gondeck, seconded by Swanson, to table the discussion until the next council meeting. Motion carried, unanimous. Staff gave an overview of the process and indicated Kalaway will be notified of the final decision.

**Jonathan Brenny - 621 Norman Ave I/I Fees & Residential Irrigation**

Jonathan Brenny indicated he understands the council will likely not waive fees. Brenny questioned what process is in place to notify the property owners of the I/I project. City Administrator Sarah Brunn and City Attorney Adam Ripple outlined the special assessment search process and how data practices work.

Brenny also indicated a request to adjust the sewer charges for those performing irrigation activities. Swanson expressed concern with the lower sewer rates and concerns regarding water storage. Gondeck agreed with Swanson's comments. Bettendorf expressed concern with overhead costs of providing existing utilities. Brunn gave an overview of some statistics in rates and how the city compares. Brenny asked what could be done to change this situation. Motion by Gondeck, seconded Swanson, to deny Brenny's request to adjust the sewer rate ordinance. Motion carried, unanimous.

**Steve Newman - 451 3rd Avenue**

Steve Newman, owner of 451 3<sup>rd</sup> Avenue, presented concerns over not being notified of their I/I compliance issue. They have made contact with their title company, Kensington Title and if an assessment search was completed. The council made no action on the request.

**Department Reports – City Engineer**

Jon Halter, City Engineer updated the council on the 4th Avenue N project, a meeting regarding the sewer facility plan, and the upcoming Dewey Street project. Motion by Gondeck, seconded by du'Monceaux, to set the public hearing for the Dewey Street project for July 11, 2017. Motion carried, unanimous.

**Discussion on 320 Broadway Ave N Purchase Agreement**

City Attorney, Adam Ripple, gave an overview of the terms of the purchase agreement. The sale price is set at \$28,000. Motion by du'Monceaux, seconded by Swanson, to approve the purchase agreement. Motion carried, unanimous.

**Mayor's Comments & Open Forum**

Robin Gondeck, 101 3rd Avenue, asked the council to control the meeting in the future for respect of everyone else's time. Gondeck indicated Mr. Brenny was allowed to speak way too long.

**Department Reports**

Katie McMillin, Police Chief, gave an overview of the monthly law enforcement report and enforcement of nuisance complaints. McMillin also updated the council on the Bike Safety Rodeo.

City Attorney, Adam Ripple updated the council on the Dewey Street agreement and right of way turnback.

Public Works Director, Mark Pappenfus updated the council on the pool, rental house, I/I project, demonstration project and consumer confidence report. Pappenfus also provided an update on the Highway 25 construction project.

City Administrator Sarah Brunn updated the council on planning commission activities, water/sewer shut off's, pool activities, capital improvement plans, and budget preparation and correspondence with legislators.

Bettendorf indicated he has a mayor's meeting scheduled with Newberger.

**Old Business**

There was no old business.

**New Business**

There was discussion on I/I enforcement options. The council directed staff to continue to work with property owners on moving back sump hoses to avoid nuisance issues and try to avoid administrative fines and prosecution at this point.

Motion by Gondeck, seconded by Swanson, to adjourn at 7:21 p.m. Motion carried, unanimous.

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Sarah A. Brunn, Administrator

***CURRENT AS OF 8.7.2014***

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**CJDN Security Policy**

**Foley Police Department**

**7/11/2017**

This document shall be considered the official CJDN Security Policy for Foley Police Department regarding the physical and personnel security of the CJDN system. All staff must follow the policies contained herein. This will assure proper usage of the system and adherence to all local, state, and federal regulations that govern the use of the MNJIS computer system. The Terminal Agency Coordinator (TAC) for Foley Police Department is the Police Chief. The TAC manages the operation of the CJDN terminal on a local agency level and is responsible for ensuring that all state and local policies are enforced regarding the use of the CJDN terminal.

**Access to CJDN System**

Access to the CJDN shall be limited to employees who have been certified by the BCA to operate the terminal. Currently, at Foley Police Department, this is limited to (Who Has Access, i.e., TAC, Dispatchers, Records Personnel, etc.). All other personnel of Foley Police Department must make their Criminal Justice inquiries through their CJDN operators.

Staff having access to the CJDN system must meet the follow requirements:

- 1) Be an employee of Foley Police Department
- 2) Successfully pass a State and National fingerprint background check.
- 3) Be trained and certified within six months of hire and biennially thereafter.
- 4) Complete Basic Security Awareness Training within six months of hire or assignment and biennially thereafter

New employees of the Foley Police Department shall be fingerprinted within 30 days of employment or assignment and the fingerprint cards shall be sent to the BCA for a background check.

A potential new employee of the Foley Police Department shall have a background check completed before they are hired. When running the criminal history on that person, the Purpose Code of "J" shall be used.

The FBI fingerprint-based background check results letters on CJDN operators, appropriate IT personnel, and other agency personnel having unescorted access to the terminals are to be kept on file and available upon request during an audit.

The TAC will issue a unique username and password to authorized users with access to the CJDN and Portal 100. Authorized users will be given a unique password to have access to criminal histories. That Criminal History Password will be changed by the TAC at least every 2 years. A list of these assigned passwords shall be kept by the TAC in a locked cabinet.

#### **Training of Sworn Officers**

NCIC requires that all sworn personnel must receive basic, formal MNJIS/NCIC training within the first 12 months of hire, and annual refreshers thereafter. All training of sworn officers must be documented. A sworn officer includes any licensed peace officer, whether employed at the city, county, state or federal level.

Foley Police Department will meet this requirement by having all officers watch the BCA's recorded training for MDT/MDC officers. The training is fifteen minutes long and will be viewed annually by sworn personnel. The Sheriff will provide the TAC with the required documentation for her records.

#### **Security of Terminal**

The CJDN terminal(s) and Criminal Justice Information for Foley Police Department is/are maintained in a secure area. Only authorized personnel who have passed a State and National fingerprint background check are allowed unescorted access to the secure area(s).

All personnel who have direct responsibility to configure and maintain computer systems and networks with direct access to FBI CJIS systems must successfully pass a fingerprint based background check.

Criminal History responses, as well as all other CJDN printouts will be destroyed when no longer needed. These documents will be shredded at Foley Police Department.

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**Discipline Policy for Misuse of CJDN**

**Foley Police Department**

**7/11/2017**

CJDN – The Criminal Justice Data Communications Network is the overall system, which provides criminal justice agencies computer access to data stored on state and national systems.

Inquiries into the motor vehicle registration, driver license, criminal history or any other file in the MNJIS/NCIC systems will be performed for criminal justice purposes only.

Any employee misusing information or obtaining information for other than official criminal justice purposes from the Criminal Justice Data Network will be subject to disciplinary action.

When performing any file inquiries or making any entries into NCIC or MNJIS, it is important to remember that the data stored in MNJIS/NCIC is documented criminal justice information and this information must be protected to ensure correct, legal and efficient dissemination and use. The individual receiving a request for criminal justice information must ensure that the person requesting the information is authorized to receive the data. The stored data in NCIC and MNJIS is sensitive and should be treated accordingly, and unauthorized request or receipt of NCIC or MNJIS material could result in criminal proceedings.

When the Chief or the TAC becomes aware that an employee of Foley Police Department is using a CJDN terminal, CJDN terminal generated information, CJDN equipment, or CJDN access not in accordance with agency policies, state policies, or NCIC policies and said problem is not deemed merely operator error, the Sheriff or his designee, or the TAC shall promptly address the violation.

The Chief or his designee shall meet with the person who is alleged to have violated the policy and determine appropriate sanctions, which may include any or all of the standard discipline policies currently in place at Foley Police Department including verbal reprimand, written reprimand, suspension, or termination. Intentional misuse of the CJDN system is a serious violation and the BCA will be informed of such violations. If criminal behavior is believed to have occurred, appropriate agencies will be notified for further investigation.

The specific situation in each case of misuse of the CJIS system will be looked at, with all circumstances considered when determining disciplinary actions. Consideration will be given to the extent of loss or



injury to the system, agency, or other person upon release or disclosure of sensitive or classified information to an unauthorized individual. This also includes activities which result in unauthorized modification or destruction of system data, loss of computer system processing capability, or loss by theft of any computer system media including: chip ROM memory, optical or magnetic storage medium, hardcopy printout, etc.

The TAC, with the Chief's approval may at any time terminate a staff person's access to the CJDN system for any rule violation.

I have read and understand the **"Discipline Policy for Misuse of CJDN"** for Foley Police Department The sign off sheet will be placed in the employees personnel file.

\_\_\_\_\_

Signature Date

\_\_\_\_\_

Printed Name

A copy of this policy signed by the department head is to be kept in the CJDN SOP Manual.

\_\_\_\_\_

Signature of Chief Date

\_\_\_\_\_

Printed Name of Chief

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**Hit Confirmation Policy**

**Foley Police Department**

**7/11/2017**

**DEFINITION OF A CJIS/NCIC HIT**

A Hit is a positive response from MNJIS and/or NCIC in which the person or property inquired about appears to match the person or property contained in the response. Queried subject appears to match the record subject.

**NCIC HIT CONFIRMATION POLICY**

Agencies that enter records into MNJIS/NCIC must be available for Hit confirmation 24 hours a day, every day of the year. Non-24-hour agencies must place either the ORI or the telephone number (including area code) of the 24-hour agency responsible for responding to a hit confirmation request in the MIS/ field of the hit file record.

**THE HIT CONFIRMATION PROCESS**

NCIC policy requires an agency receiving a hit on another agency's MNJIS/NCIC record to contact the entering agency to confirm that the record is accurate and up to date.

**HIT CONFIRMATION POLICY**

If you have performed an inquiry and received a "Hit", use the following procedures:

1. Print a hard copy of the Hit.
2. Immediately confirm with the arresting officer: Examine the Hit message and evaluate all information in the record and compare with the officer's description of the subject being stopped or property being recovered to insure that person or property matches the person or property described in the Hit.
3. Confirm the Hit with the originating agency. An inquiring agency that receives a hit must use the YQ message to request confirmation of a Hit. Use the appropriate pre-formatted screen.

a. **RNO – Request Number.** Enter 1, 2, or 3 to indicate whether the Hit confirmation request is the 1st, 2nd, or 3rd request sent. When an agency requests a hit confirmation and fails to receive a response within the specified time (10 minutes or 1 hour), then it must send a second request for Hit confirmation, entering a 2 in the RNO field. The second request will be sent to the originating agency along with a copy that is automatically sent

to the CTA in the state where the originating agency is located. If a second request is not responded to, then a third request must be sent with a 3 in the RNO field. This will cause the Hit confirmation request to be sent to the originating agency along with copies that are automatically sent to the CTA in the state where the originating agency is located, as well as to NCIC.

b. **PRI – Priority.** The agency requesting confirmation of a Hit must determine if an URGENT (10 minute) or ROUTINE (1 hour) response is appropriate.

c. Fill in any other appropriate fields before transmitting the request.

4. If the originating agency indicated that the Hit is not active, notify the requesting person. Do not arrest the subject or recover the property.

5. If the originating agency confirms that the Hit is still active and the subject is arrested, or property recovered, enter a Locate, and print a hard copy of the confirmation to be attached to the report.

#### **HIT CONFIRMATION RESPONSE**

If you receive a Hit confirmation, use the following procedures to respond.

1. Print a hard copy of the confirmation request.

2. Note the amount of time that you have to respond and make sure to respond within that time period.

3. Attempt to confirm the Hit by checking the original warrant or report file to determine if the person is still wanted or property is still missing.

4. If you are unable to confirm the Hit, send a response with an explanation for not being able to confirm.

5. Use the appropriate YR message to respond. (Pre-formatted screen.)

a. **CON – Confirmation Status.** Enter one of the following codes:

Y – Yes, to positively confirm a Hit.

N – No, to provide a negative response to the Hit confirmation

P – In process, to indicate that you are in the process of confirming the Hit.

E – Extradition, to indicate that the Hit is positive or valid but the agency is awaiting a decision on extradition.

#### **DOCUMENTATION OF THE HIT CONFIRMATION PROCESS**

All Hit confirmation teletypes should be retained, and precise notes should be made on the printout concerning how, when, and to whom the information was given. The printout should be kept in the case file. Documentation of the confirmed Hit is essential and may be critical to the success of defending a later claim of misidentification or false arrest.

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**Missing Person Policy**

**Foley Police Department**

**7/11/2017**

**ENDANGERED MISSING PERSONS**

Endangered missing persons, regardless of age, are to be entered into the system immediately not to exceed two hours, upon receiving the minimum data required for entry into NCIC. The two hour clock shall begin at the time the minimum data required is received. The agency must be able to document the time.

**JUVENILES – UP TO 17 YOA**

Juveniles are to be entered into the system immediately, not to exceed two hours, upon receiving the minimum data required for entry into NCIC. The two hour clock shall begin at the time the minimum data required is received. The agency must be able to document the time.

**ADULTS 18 – 20 YEARS OLD**

Any adults under 21 years of age are to be entered into the system immediately, not to exceed two hours, upon receiving the minimum data required for entry into NCIC. The two hour clock shall begin when the minimum data required for entry is received from the complainant. The agency must be able to document the time. A signed report is not required.

**ADULTS 21 YEARS AND OLDER**

To ensure maximum System effectiveness, Missing Person records must be entered immediately when the conditions for entry are met, not to exceed 3 days, upon receipt by the entering agency.

Adults age 21 and older are required to have signed documentation supporting the stated conditions under which they are being declared missing before entry into the system, unless they are victims of a catastrophe. The documentation should be from a source such as a parent, legal guardian, next of kin, physician or other authority source including a neighbor or a friend. However when such documentation is not reasonably attainable, a signed report by the investigating officer will suffice. For agencies using Electronic Records Management Systems (ERMS), some forms of signatures that are acceptable are: 1)

Digitized signatures 2) Manual signatures scanned into the ERMS 3) The case officer's typed name into the report in the ERMS. When entering records into the NCIC missing person file, the entry person will:

1. Run a current DVS and CCH/III inquiry to obtain as many descriptors as possible regarding the subject. This check should include a check of whether medical/dental information is available

regarding the subject. Any descriptors used must be documented in the officer's report or saved within the case file. Attempts to obtain medical/dental information must also be documented in the case file.

2. Enter a record into NCIC on the subject. This record should include all descriptors. Additional identifiers such as scars, marks and tattoos, aliases, additional dates of birth, etc., should be added to the record through the use of the Enter Missing Person Supplemental Screen.

After the record is entered, query the NCIC entry to obtain a hard copy for second party verification purposes.

Agencies are required to verify and update NCIC 2000 missing person record entries with any additional information, including: Blood Type (BLT); Dental Characteristics (DCH); Fingerprint Classification (FPC); Jewelry Type (JWT); and Scars, Marks, Tattoos, and Other Characteristics (SMT) within 60 days of entry. If a record has a date of entry older than 30 days and any of the above fields are blank, a \$.K. Missing Information Notification identifying the blank fields will be transmitted. The \$.K. Missing Information Notification will also include the record.

\*\*A notation shall be made in the case file indicating when this attempt was made and what the outcome was, ie: child has returned, dental records obtained, etc. This sixty (60) day update is mandatory FBI requirement on all missing persons records under the age of 21 and (Agency Name Here) personnel shall document this attempt in the case file to show that this requirement has been met.

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#### Second Party Check Procedures

Foley Police Department

7/11/2017

Second party checking means that someone, other than the person making the record entry, checks the record for accuracy and completeness. This procedure is required for ALL Hot File entries and modifications to record entries.

The person conducting a second party check on a hot file should first query the record and print the HIT and proceed with the following steps:

- a. Ensure that all appropriate sources were checked and queried for complete information. This may include Criminal History records, motor vehicle registrations, driver's license information and any other available sources. Make sure that this source material is kept with the case file or warrant. ie; D/L printouts, Registration printouts, CCH/III identification information
- b. Compare the information from the sources listed above against the record entered into MNJIS/NCIC to verify the accuracy of information in all fields of the hot file record.
- c. Verify that all information was coded correctly with appropriate up-to-date NCIC codes.
- d. Correct any records that are inaccurate or coded incorrectly.
- e. Verify that the record was "packed" with all available information.
- f. Initial the hard copy of the entry and place the hard copy in the case file.

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**Validation Policy**

**Foley Police Department**

**7/11/2017**

Validation obliges the ORI to confirm that the record is complete, accurate, and still outstanding or active.

The agency ORI must validate all hot file records, except for Article File records. Validation takes place 60-90 days from the date of entry and yearly thereafter.

Validation requires the entering agency to:

1. Remove all records that are no longer active from the MNJIS/NCIC Hot Files.
2. Compare all records against the current supporting documentation to ensure:
  - a. That the information in each field is accurate.
  - b. That the records contain all available information found in the case files.
3. Remove all records for which corresponding case file documentation cannot be located OR recreate the case file so our agency meets NCIC requirements.
4. Update records as needed when:
  - a. NCIC Code changes occur.
  - b. Agency related information, such as extradition limits or hit confirmation, and/or contact information changes.
  - c. New or additional information becomes available.
5. Contacts:
  - a. Wanted Person - consult the court or prosecutor to verify that the warrant is still active and the extradition limits have not changed for all wanted person records. Operator shall run a new criminal history inquiry (QH – PUR/C) to check for additional available identifiers to add to record. ie; AKA's, DOB's etc.... ATN field should contain the name of the person validating the



record as well as the reason (VALIDATION). Old CCH record shall be removed from the warrant jacket and shredded and new CCH inquiry shall be placed in the warrant jacket.

b. Missing Person - consult the complainant to verify that the person is still missing for all missing person records.

c. Orders for Protection — contact the courts to verify that the OFP is still active and all of the information is current and correct.

d. Stolen Property - contact the owner or insurance company for stolen property validations to verify that the property is still missing. On stolen vehicles, run a new registration to see if the vehicle has been re-registered to an insurance company or possibly in another person's name.

Note: All entries in any of the Hot Files must be documented for entry. In addition, upon the entry of any Hot File, a second party check must be completed

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**Supporting Documentation for Identity Theft Policy**

**Foley Police Department**

**7/11/2017**

Before an entry can be made in the Identity Theft File, an official complaint (electronic or hard copy) must be recorded and on file at our law enforcement agency. Our agency may make an NCIC Identity Theft entry only if we are the agency that takes the identity theft complaint and the following criteria are met:

1. Someone is using a means of identification of the victim.
2. The identity of the victim is being used without the permission of the victim.
3. The victim's identity is being used or intended to be used to commit an unlawful activity.
4. The victim must sign a consent waiver, which can be found on the CJDN Secure site, prior to the information being entered into the Identity Theft file.
5. Information on deceased persons may be entered into the file if it is deemed by the police officer that the victim's information has been stolen. No consent form is required with the entry of deceased person information.
6. If the Identity Theft file is going to contain the Social Security Number of the victim, our agency is required to inform the individual of this fact and they must sign the "Notice about Providing Your Social Security Number" form, which can be found on the CJDN Secure site.

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**Supporting Documentation for Property Hot File Records**

**Foley Police Department**

**7/11/2017**

**VEHICLE FILE**

Before entering a stolen or felony vehicle record into MNJIS/NCIC you should:

1. Obtain a theft report describing the stolen item including the serial number (SER) or owner applied number (OAN).
2. Do a registration check with the state that the vehicle is registered with and print out a hard copy of the registration to attach to the record.
3. Enter the record into MNJIS/NCIC using the pre-formatted screen. Make sure to pack the record with as much information about the vehicle as is available. Also verify the NCIC codes as they are not always the same as what you see on the copy of the registration.
4. Query MNJIS/NCIC to verify entry and to obtain a copy of the record to be attached to the record.
5. Follow procedures for the second party check.

**STOLEN GUNS, ARTICLES, BOATS AND SECURITIES**

Before entering a stolen record into MNJIS/NCIC you should:

1. Obtain a theft report describing the stolen item including the serial number (SER) or owner applied number (OAN).
2. If entering a boat, do a registration check with the state that the boat is registered with and print out a hard copy of the registration to attach to the record.
3. Enter the record in MNJIS/NCIC using the pre-formatted screen. (Boats and securities will only be entered into NCIC.) Make sure to pack the record with as much information about the item as is available.
4. Query MNJIS/NCIC to verify entry and to obtain a copy of the record to be attached to the record.
5. Follow procedures for the second party check.

## Written Policies/Procedures Requirements for Police Departments

### System Security Procedures:

The agency policy must include the following requirements:

- ☐ CJDN operators shall be trained and certified within six months of hire or assignment.
- ☐ Basic security awareness training shall be required within six months of initial assignment, and biennially thereafter, for all personnel who have access to Criminal Justice Information.
- ☐ CJDN operators and those who have unescorted access shall be fingerprint background checked
- ☐ Unauthorized access to or routine viewing of CJDN terminals or CJDN data is not allowed.

### Discipline for Misuse of the CJDN Policy:

The agency policy must include the following requirements:

- ☐ A specific process that outlines the discipline your agency intends to take in situations where misuse of the CJDN has occurred.

### Hit Confirmation Procedures:

The agency policy must include the following requirements:

- ☐ Proper use of the YQ/YR message keys.
- ☐ Difference between Routine and Urgent requests/responses.
- ☐ If you are an agency whose hit confirmations are handled by another agency, your policy shall state which agency performs this service for you.

### Second Party Check Procedures:

The agency policy must include the following requirements:

- ☐ The record shall be queried and reviewed.
- ☐ Someone other than the entering operator shall compare the record to the case file to ensure the record is complete and accurate.
- ☐ Second party checks shall be documented in the case file.
- ☐ If you are an agency whose second party checks are handled by another agency, your policy shall state which agency performs this service for you.

## **Supporting Documentation Procedures for Property Records:**

The agency policy must include the following requirements:

- ☐ A theft report describing the stolen item including the serial number (SER) or owner applied number (OAN).
- ☐ A check of all the appropriate sources (e.g., DNR, DVS, etc.) shall be performed and documented in the case file.
- ☐ If you are an agency whose property records are entered and maintained by a different agency your policy shall state which agency performs this service for you.

## **Supporting Documentation Procedures for Missing Person Records:**

The agency policy must include the following requirements:

- ☐ Immediate entry (within two hours) of persons under the age of 21 and adults determined to be endangered. A statement that specifies when the two hour clock begins is required for these records.
- ☐ The record shall be entered into NCIC within three days of receipt of the minimum amount of data required for entry of all adult records not determined to be endangered.
- ☐ Run a current DVS and CCH/III inquiry to obtain personal descriptors and numeric identifiers in order to pack the record.
- ☐ Signed documentation required for those 21 and over unless missing as a result of a catastrophe. For agencies using Electronic Records Management Systems (ERMS), some forms of signatures that are acceptable are: 1) Digitized signatures 2) Manual signatures scanned into the ERMS 3) The case officers typed name into the report in the ERMS.
- ☐ Medical/dental information required 60 days from date of entry or documentation in the case file that attempts were made to gather this information.
- ☐ Save these documents in the case file.
- ☐ If you are an agency whose missing person records are entered and maintained by a different agency your policy shall state which agency performs this service for you.

## **Validation Procedures:**

The agency policy must include the following requirements:

- ☐ Validation obliges the ORI to confirm that the record is complete, accurate, and still outstanding or active.
- ☐ Validation is accomplished by reviewing the entry and current supporting documents.
- ☐ Validation takes place 60 - 90 days from the date of entry and yearly thereafter.
- ☐ If you are an agency whose validations are handled by another agency, your policy shall state which agency performs this service for you.

### **Supporting Documentation Procedures for Identity Theft Records:**

The agency policy must include the following requirements:

- ☐ An Identity Theft complaint has been made to your agency.
- ☐ Someone is using a means of identification of the victim.
- ☐ The identity of the victim is being used without the permission of the victim.
- ☐ The victim's identity is being used or intended to be used to commit an unlawful activity.
- ☐ The victim shall sign a consent waiver.
- ☐ Information on deceased persons may be entered into the file if it is deemed by the law enforcement officer that the victim's information has been stolen. No consent form is required with the entry of deceased person information.
- ☐ If you are an agency whose identity theft records are entered and maintained by a different agency your policy shall state which agency performs this service for you.

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2017-17

RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING FOR HEARING ON  
IMPROVEMENT

WHEREAS, a report has been prepared by SEH with reference to proposed Improvement No. 138502, the improvement of Dewey Street between Norman Avenue and Stony Brook Creek, 2nd Avenue between John Street and Main Street, and 3rd Avenue between John Street and Main Street by reconstructing the streets, storm sewer, water main, sanitary sewer, and sidewalks, and this report was received by the council on May 2, 2017, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$3,449,331.
2. A public hearing shall be held on such proposed improvement on the 11th day of July, 2017, in the council chambers of the city hall at 5:30 p.m. and the administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the council this 11th day of July, 2017.

\_\_\_\_\_  
Gerard L. Bettendorf, Mayor

ATTEST:

\_\_\_\_\_  
Sarah A. Brunn, City Administrator

**Bills List - July 11, 2017**

Gross Salaries	Payroll - 6/9/17	\$ 22,288.43
EFTPS	Federal Withholding	\$ 4,670.13
MN Dept of Revenue	State Withholding	\$ 922.94
State Treas. PERA	PERA	\$ 3,890.29
Nationwide	Deferred Comp	\$ 620.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$ 85.00

Gross Salaries	Payroll - 6/23/17	\$ 29,857.08
EFTPS	Federal Withholding	\$ 6,456.35
MN Dept of Revenue	State Withholding	\$ 1,234.64
State Treas. PERA	PERA	\$ 4,005.89
Nationwide	Deferred Comp	\$ 620.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$ 85.00
MN PEA Union	Union Dues	\$ 78.00

Gross Salaries - Bi-Weekly, Semi-Annual	Payroll - 7/7/17	\$ 65,092.41
EFTPS	Federal Withholding	\$ 12,640.15
MN Dept of Revenue	State Withholding	\$ 1,722.60
State Treas. PERA	PERA	\$ 4,561.87
Nationwide	Deferred Comp	\$ 620.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$ 85.00
MN PEA Union	Union Dues	\$ -

***Already Paid - 7/11/17***

Clounet	Server Fee	\$ 10.00
Delta Dental	Employee Dental Insurance	\$ 1,265.00
First National Bank of Omaha	Credit Card Purchases	\$ 2,213.43
Marco	Copier Lease	\$ 360.27
MidCo	Internet	\$ 125.00
MN Highway Safety & Research Center	PD Training - Lindgren	\$ 405.00
Resource Training & Solutions/BCBS	Employee Health Insurance	\$ 7,846.50
Staples	Office Supplies	\$ 272.59
USABLE Life	Employee Life Insurance	\$ 276.50
Verizon	Cell Phones	\$ 295.28
Wimactel	Pool Pay Phone	\$ 60.00

***To Be Paid - 7/11/17***

Advanced Disposal	Utilities	\$ 280.85
Alex Air Apparatus	Fire Gear	\$ 488.00
Allstream (Integra)	Phone Service	\$ 852.55
Auto Value	Repairs & Maint	\$ 75.90
Batteries Plus Bulbs	Street Supplies	\$ 24.29
Benton County Highway Dept	PD Fuel	\$ 443.06
Benton County News	Publications	\$ 922.15
Benton County Sheriff's Dept	Handgun Training-Neumann	\$ 200.00
Benton Trophy	FD Waterfight Trophy	\$ 42.58
Bond Trust Services	Bond Payment	\$ 15,300.00
Brock White	Street Supplies	\$ 305.10
Central McGowan	Medical Cylinder - PD & FD	\$ 697.82
Cloudnet	Server Fee	\$ 10.00
Diamond Vogel Paint	Street & Pool Repair	\$ 1,415.36
Dirtworks 2000	Compost Rolling	\$ 520.00
East Central Energy	Utilities	\$ 111.62
Emergency Medical Products	FD Supplies	\$ 360.53



Emergency Response Solutions	FD Gear & Repair	\$	487.54
Foley Fuel & Lumber	Pool & Rental House Repair	\$	31.57
Foley Hardware	PD & Public Works Repairs	\$	448.81
Foley Medical Center	PD & FD Employment Physicals	\$	496.00
G&K Services	Uniforms & Mats	\$	545.55
Gopher State One Call	Email Tickets	\$	47.25
Handyman's	Pool Repair	\$	11.84
Hardrives, Inc	Street Repair	\$	457.70
Hawkins	Water, Sewer & Pool chemicals	\$	6,011.47
Henry's Embroidery & Screen Printing	Bike Rodeo T-Shirts	\$	728.00
Interstate All Battery Center	PD Supplies	\$	205.80
Jim's Mille Lacs Disposal	Fun Days Dumpster	\$	79.85
Kuechle Undergraound	4th Ave S Project	\$	2,050.00
KM Fire Pump Specialists	FD Pump Repair	\$	837.17
Locators & Supplies	Water & Sewer Supplies	\$	1,183.12
M.E. Plumbin & Heating Services	Pool Heater Repairs	\$	1,323.21
Midway Iron & Metal	Holdridge & Fun Days Supplies	\$	117.70
Minnesota Home Improvements	Tri-Cap Grant Repairs-Kramber, Wolf, Wiltsey	\$	34,420.00
MN Dept of Revenue	Sales & Use Tax	\$	340.00
Minuteman Press	City Letterhead	\$	109.00
Murphy Chevrolet	PD Squad Car Repair	\$	472.58
New Frontier Services	Website Services	\$	240.00
Northland Trust Services	Bond Payment	\$	39,260.00
Peplinski, Inc	Chemicals	\$	59.80
Performance Pool & Spa	Pool Paint	\$	2,015.91
Recreation Supply Company	Pool Supplies	\$	79.38
Resource Training & Solutions/BCBS	Employee Health Ins	\$	10,836.00
Rinke Noonan	PD, General, Zoning, Stone Creek, Pouch-Tec, DG	\$	1,111.00
Sarah Corrigan	Water & Sewer Refund	\$	110.17
Schwaab	Bank Stamp	\$	66.25
Select Account	Employee FSA	\$	34.22
Short Elliot Hendrickson	I&I, 4th Ave N, Dewey, Water Supply, General	\$	10,135.62
Summit Companies	City Hall Extinguisher Maint	\$	35.50
Tera Kasowski-ACLS	FD-EMT Refresher	\$	360.00
Tri-County Action Program	Tri-Cap Grant Repairs-Kramber, Wolf, Wiltsey	\$	5,000.00
Wex	Public Works & FD Fuel	\$	1,439.84
Xcel Energy	Utilities	\$	5,938.08

***Additional To Be Paid - 7/11/17***

**\$ 321,841.09**

**Affidavit of Mailing Assessment Hearing Notice**

State of Minnesota       )  
                                      )  
Council of Foley         )

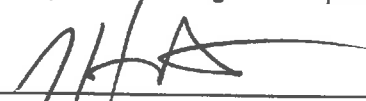
Jon Halter, being first duly sworn, deposes and says:

I am a United States citizen, over 21 years of age, and the City Engineer of the city of Foley, Minnesota.

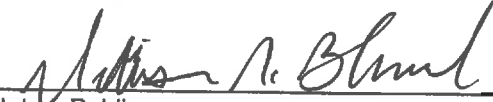
On June 27, 2017 acting on behalf of the said City, I deposited in the United States mail at St. Cloud, Minnesota, copies of the attached notice of a hearing on proposed special assessments, enclosed in envelopes, with postage thereon fully prepaid, addressed to the following persons at the addresses appearing opposite their respective names:

See attached

There is delivery service by United States mail between the place of mailing and the places so addressed.

  
\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 27<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_  
Notary Public

p:\v\foley\138502\2-proj-mgmt\25-cost-est\071117 public hearing\affidavit of mailing.doc





Building a Better World  
for All of Us®

June 27, 2017

RE: City of Foley, Minnesota  
2018 Dewey Street Improvements  
Public Hearing  
SEH No. FOLEY 138502 14.00

«OWNER»

«ADDRESS\_1»

«ADDRESS\_2»

«ADDRESS\_3»

«ADDRESS\_4»

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Foley, Minnesota, will meet in the council chambers of the Foley City Hall, 251 Fourth Avenue North, Foley, on the 11<sup>th</sup> day of July, 2017, at 5:30p.m., or as soon after that as can be heard, relating to making improvements to Dewey Street from Stony Brook Creek to Norman Avenue, 2<sup>nd</sup> Avenue from Main Street to John Street, and 3<sup>rd</sup> Avenue from Main Street to John Street, pursuant to Minn. Stat. §§ 429.011 to 429.111.

The improvements include reconstruction of the street, drainage system, water main, sanitary sewer, lighting, and adding sidewalks. The area proposed to be assessed for the improvements includes the properties abutting the proposed project area on Dewey Street, 2<sup>nd</sup> Avenue, and 3<sup>rd</sup> Avenue. The estimated cost of the improvements is \$3,449,331.00. A reasonable estimate of the impact of the assessment is on file with the City Administrator and will be available at the hearing.

Any person desiring to comment on the proposed improvement is invited to do so in writing or orally at the time of the public hearing.

There will be an Information Meeting on July 6, 2017 at 5:30 p.m. at Foley City Hall.

Sincerely,

Jon Halter, PE  
City Engineer

mrh

Attachment

c: Sarah Brunn, City of Foley

p:\j\h\foley\138502\2-proj-mgmt\25-cost-est\071117 public hearing\ property owners public hearing 062717.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](http://sehinc.com) | 320.229.4300 | 800.572.0617 | 888.908.8166 fax

**PRELIMINARY ASSESSMENT WORKSHEET**  
2018 DEWEY STREET IMPROVEMENTS  
FOLEY, MN  
SEH NO. FOLEY 138502

5/2/2017

PRELIMINARY ASSESSMENT HEARING DATE: JULY 11, 2017

ASSESSMENT RATES (30%)	
STREET	\$72.38 / LF
STREET LIGHTING	\$0.00 / LF
WATER MAIN	\$22.28 / LF
SANITARY SEWER	\$14.10 / LF
STORM SEWER	\$0.08 / SF
6" SANITARY SEWER SERVICE	\$489.17 / EACH
4" SANITARY SEWER SERVICE	\$454.71 / EACH
6" WATER SERVICE	\$1,157.40 / EACH
1" WATER SERVICE	\$603.04 / EACH

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		STREET LIGHTING		WATER MAIN		SANITARY SEWER		STORM SEWER		WATER SERVICE		SANITARY SERVICE		TOTAL ASSESSMENT
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	SQUARE FEET	ASSESSMENT	SIZE	ASSESSMENT	SIZE	ASSESSMENT	
1	13.00196.01	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-026 Block-001 CHURCH	JEFFREY D LOEWEN & INGRID B LOEWEN 161 DEWEY ST PO BOX 741 FOLEY, MN 56329	58 (2)	0	\$0.00	0	\$0.00	58	\$1,292.47	58	\$618.03	7,710	\$579.38	1"	\$603.04	4"	\$454.71	\$3,747.63
2	13.00196.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-025 Block-001 & W1/2 OF LOT 24	HIGGINS RE PORTFOLIO LLC 165 DEWEY ST PO BOX 554 FOLEY, MN 56329	45	0	\$0.00	0	\$0.00	45	\$1,002.78	45	\$634.68	5,945	\$446.75	1"	\$603.04	4"	\$454.71	\$3,141.95
3	13.00195.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-023 Block-001 & E1/2 OF LOT 24	JOHN C RIEBEL & NANCY L RIEBEL 18866 75TH ST SE BECKER, MN 55308	45	0	\$0.00	0	\$0.00	45	\$1,002.78	45	\$634.68	5,941	\$446.45	1"	\$603.04	4"	\$454.71	\$3,141.65
4	13.00194.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-022 Block-001 & W1/2 OF LOT 21	JOHN C SR RIEBEL 18866 75TH ST SE BECKER, MN 55308	45	0	\$0.00	0	\$0.00	45	\$1,002.78	45	\$634.68	5,937	\$446.15	1"	\$603.04	4"	\$454.71	\$3,141.35
5	13.00193.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-020 Block-001 & E1/2 OF LOT 21	SCOTT M MINEART 191 DEWEY ST PO BOX 645 FOLEY, MN 56329	45	0	\$0.00	0	\$0.00	45	\$1,002.78	45	\$634.68	5,933	\$445.85	1"	\$603.04	4"	\$454.71	\$3,141.05
6	13.00192.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-017 Block-001 S1/2 OF LOT 17 & ALL OF 18 & 19	DANA SZAFRANSKI PO BOX 706 FOLEY, MN 56329	135 (1)	75	\$5,428.46	0	\$0.00	75	\$1,671.30	75	\$1,057.79	8,898	\$668.66	1"	\$603.04	4"	\$454.71	\$9,883.96
7	13.00289.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-011 Block-011 & LOT 12	BRIAN J WEIS & JUDITH ANN WEIS 201 DEWEY ST PO BOX 627 FOLEY, MN 56329	120 (1)	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
8	13.00288.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-009 Block-011 & LOT 10	DEREK A BRENNY 201 3RD AVE PO BOX 526 FOLEY, MN 56329	120 (1)	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
9	13.00276.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-011 Block-010 & LOT 12 EXC N 40 FT & S1/2 LOTS 13 & 14	STEVEN W O'BRIEN & ALICE O'BRIEN PO BOX 649 FOLEY, MN 56329	145 (1)	85	\$6,152.26	85	\$0.00	85	\$1,894.14	85	\$1,198.83	10,200	\$766.50	6"	\$1,157.40	6"	\$489.17	\$11,658.29
10	13.00271.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-009 Block-010 W 22 FT 5 IN OF S 22 FT OF LOT 9 & W 22 FT 5 IN OF LOT 10	G T INVESTMENT PROPERTIES LLC PO BOX 217 FOLEY, MN 56329	22	0	\$0.00	22	\$0.00	22	\$490.25	22	\$310.29	1,166	\$87.62	6"	\$1,157.40	6"	\$489.17	\$2,534.72
11	13.00268.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-009 Block-010 E 70 FT 7 IN & N 8 FT OF W 49 FT 5 IN LOT 9 & N 7 IN OF W 18 FT OF E 70 FT 7 IN & N 5 FT 5 IN OF E 40 FT LOT 10	SOUTHSIDE PHARMACY LTD 351 DEWEY ST PO BOX 217 FOLEY, MN 56329	22	0	\$0.00	0 (3)	\$0.00	0 (4)	\$0.00	0 (5)	\$0.00	0 (6)	\$0.00	6"	\$1,157.40	6"	\$489.17	\$1,646.57
	13.00275.00	Lot-009 Block-010 FOLEY'S 1ST ADDITION TO TOWN S 22 FT 7 IN OF LOT 9 & W 45 FT OF E 97 FT 7 IN EXC N 7 IN OF E 18 FT LOT 10	SOUTHSIDE PHARMACY LTD GAYLE J YOUNG 651 NORMAN AVE PO BOX 217 FOLEY, MN 56329																
12	13.00252.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-010 Block-009 ELY 30 FT OF WLY 60 FT OF LOTS 10 & 11	MARK C TORELL PO BOX 427 FOLEY, MN 56329	30	0	\$0.00	30	\$0.00	30	\$668.52	30	\$423.12	1,800	\$135.26	6"	\$1,157.40	6"	\$489.17	\$2,873.47
13	13.00253.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-010 Block-009 ELY 32 FT OF WLY 92 FT OF LOTS 10 & 11 & E1/2 OF LOT 12 LESS N 13 FT	BRUCE D LATTERELL & ROSEANN LATTERELL C/O BENTON COUNTY ABSTRACT PO BOX 128 FOLEY, MN 56329	32	0	\$0.00	32	\$0.00	32	\$713.09	32	\$451.33	2,940	\$220.93	6"	\$1,157.40	6"	\$489.17	\$3,031.91
14	13.00250.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-010 Block-009 ELY 28 FT OF LOTS 10 & 11	RONALD B ZILLMER & CYNTHIA C ZILLMER 6705 135TH AVE NE FOLEY, MN 56329	28	0	\$0.00	28	\$0.00	28	\$623.95	28	\$394.91	1,680	\$126.25	6"	\$1,157.40	6"	\$489.17	\$2,791.67

PRELIMINARY ASSESSMENT HEARING DATE: JULY 11, 2017

ASSESSMENT RATES (30%)	
STREET	\$72.38 / LF
STREET LIGHTING	\$0.00 / LF
WATER MAIN	\$22.28 / LF
SANITARY SEWER	\$14.10 / LF
STORM SEWER	\$0.08 / SF
6" SANITARY SEWER SERVICE	\$489.17 / EACH
4" SANITARY SEWER SERVICE	\$454.71 / EACH
6" WATER SERVICE	\$1,157.40 / EACH
1" WATER SERVICE	\$603.04 / EACH

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		STREET LIGHTING		WATER MAIN		SANITARY SEWER		STORM SEWER		WATER SERVICE		SANITARY SERVICE		TOTAL
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	SQUARE FEET	ASSESSMENT	SIZE	ASSESSMENT	SIZE	ASSESSMENT	
15	13.00247.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-006 Block-009 NLY 50 FT OF LOTS 6 & 7 LESS 15 FT X 34 FT TR & ALL OF LOTS 8 & 9	DOMBROVSKI MEATS CO 371 WASHINGTON CT FORT MYERS BEACH, FL 33931	60	0	\$0.00	60	\$0.00	60	\$1,337.04	60	\$846.24	10,910	\$819.85	6"	\$1,157.40	6"	\$489.17	\$4,649.69
16	13.00246.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-006 Block-009 WLY 5 FT 7 IN OF S 56 FT OF LOT 6 & SLY 90 FT OF LOT 7 & 34 FT X 15 FT TR IN NLY 50 FT OF LOTS 6 & 7 ETAL ARE: W1/4 INT TO PATRICK M DOMBROVSKI, W1/4 INT TO ERIN LOMMEL, W1/4 INT TO	D L S GROUP INC C/O DOMBROVSKI MEATS CO 425 DEWEY ST PO BOX 308 FOLEY, MN 56329	36	0	\$0.00	36	\$0.00	36	\$802.22	36	\$507.74	3,712	\$278.95	6"	\$1,157.40	6"	\$489.17	\$3,235.48
17	13.00245.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-006 Block-009 SLY 90 FT OF LOT 6 EXC WLY 5 FT 7 IN	D L S GROUP INC C/O DOMBROVSKI MEATS CO PO BOX 500 FOLEY, MN 56329	25	0	\$0.00	25	\$0.00	25	\$557.10	25	\$352.60	2,234	\$167.88	6"	\$1,157.40	6"	\$489.17	\$2,724.14
18	13.00230.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-007 Block-008 LOTS 8 THRU 12 & LOTS 13 & 14 LESS NLY 40 FT	FOLEY AFFORDABLE HOUSING LLC C/O SUSEE & LEE 6640 LYNDALE AVE S STE 100 RICHFIELD, MN 55423	228	0	\$0.00	0	\$0.00	100	\$2,228.39	0	\$0.00	28,800	\$2,164.23	2 - 6"	\$2,314.80	N/A	\$0.00	\$6,707.43
19	13.00150.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-015 Block-001 EXC SLY 45 FT	JULIE J MARQUETTE & DARIN MARQUETTE 150 DEWEY ST FOLEY, MN 56329	68 (2)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10,246	\$769.96	N/A	\$0.00	N/A	\$0.00	\$769.96
	13.00143.00	Lot-004 Block-001 & W1/2 OF LOT 3																	
20	13.00142.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-002 Block-001 & E1/2 OF LOT 3	EDWIN D STARR PO BOX 509 FOLEY, MN 56329	45	0	\$0.00	0	\$0.00	45	\$1,002.76	45	\$634.68	6,705	\$503.86	1"	\$603.04	4"	\$454.71	\$3,199.06
21	13.00141.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-001 Block-001 & THE WLY 40 X 150 FT OF VAC 1ST AVE	RYAN R STUCKMAYER 29227 93RD ST PIERZ, MN 56364	70	0	\$0.00	0	\$0.00	70	\$1,559.88	70	\$987.27	10,447	\$785.06	1"	\$603.04	4"	\$454.71	\$4,389.96
22	13.00159.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-014 Block-002 & E1/2 OF VAC 1ST AVE LYING ADJ TO LOT	TERRY SAUER PO BOX 539 FOLEY, MN 56329	70	0	\$0.00	0	\$0.00	70	\$1,559.88	70	\$987.27	10,482	\$787.69	1"	\$603.04	4"	\$454.71	\$4,392.59
23	13.00158.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-011 Block-002 & LOTS 12 & 13	TOM HENRY & MARVIN BEUTZ 6633 115TH AVE NE FOLEY, MN 56329	90	0	\$0.00	0	\$0.00	90	\$2,005.56	90	\$1,269.35	13,500	\$1,014.48	1"	\$603.04	4"	\$454.71	\$5,347.14
24	13.00120.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-011 Block-002 & LOT 12	BERGSTROM FAMILY TRUST C/O BRUCE A BERGSTROM 14077 HARDY LAKE RD PILLAGER, MN 56473	120 (1)	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
25	13.00124.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-013 Block-003 & LOT 14	LORA J NIELSEN-HENRY 200 DEWEY ST PO BOX 856 FOLEY, MN 56329	120 (1)	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
26	13.00123.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-011 Block-003 & LOT 12	DEBRA CUNNINGHAM 161 3RD AVE PO BOX 174 FOLEY, MN 56329	120 (1)	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
27	13.00131.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-013 Block-004 W1/2 OF LT 13, 14, 15 & 16	M L V HOLDINGS LLC 255 3RD AVE SW MILACA, MN 56353	120 (1)	60	\$4,342.77	60	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	.6"	\$1,157.40	6"	\$489.17	\$8,713.67
28	13.00130.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-013 Block-004 E1/2 OF LOTS 13, 14, 15 & 16	BARBARA C ERICKSON FREDERICK A ERICKSON 150 8TH AVE PO BOX 617 FOLEY, MN 56329	60	0	\$0.00	60	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	6"	\$1,157.40	6"	\$489.17	\$4,370.90
29	13.00129.00	Sect-26 Twp-037 Range-029	CUSTOMER ELATION INC	60	0	\$0.00	0 (3)	\$0.00	0 (4)	\$0.00	0 (5)	\$0.00	0 (6)	\$0.00	6"	\$1,157.40	6"	\$489.17	\$1,646.57

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FOLEY, MN  
SEH NO. FOLEY 138502

5/2/2017

PRELIMINARY ASSESSMENT HEARING DATE: JULY 11, 2017

ASSESSMENT RATES (30%)	
STREET	\$72.38 / LF
STREET LIGHTING	\$0.00 / LF
WATER MAIN	\$22.28 / LF
SANITARY SEWER	\$14.10 / LF
STORM SEWER	\$0.08 / SF
6" SANITARY SEWER SERVICE	\$489.17 / EACH
4" SANITARY SEWER SERVICE	\$454.71 / EACH
6" WATER SERVICE	\$1,157.40 / EACH
1" WATER SERVICE	\$603.04 / EACH

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		STREET LIGHTING		WATER MAIN		SANITARY SEWER		STORM SEWER		WATER SERVICE		SANITARY SERVICE		TOTAL ASSESSMENT
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	SQUARE FEET	ASSESSMENT	SIZE	ASSESSMENT	SIZE	ASSESSMENT	
		TOWN OF FOLEY Lot-011 Block-004 & LOT 12	9065 LYNDAL AVE S BLOOMINGTON, MN 55420																
30	13.00136.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-013 Block-005 & LOTS 14 & 15	FRANDSEN BANK & TRUST 1210 HWY 23 FOLEY, MN 56329	60	0	\$0.00	0 (3)	\$0.00	0 (4)	\$0.00	0 (5)	\$0.00	0 (6)	\$0.00	6"	\$1,157.40	6"	\$489.17	\$1,646.57
31	13.00134.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-009 Block-005 & SWLY 40 FT LOTS 10, 11 & 12 SUBJ TO EASMNT FOR DRIVEWAY	JOHN E KERN PO BOX 330 SARTELL, MN 56377	40	0	\$0.00	40	\$0.00	40	\$891.36	40	\$564.16	7,200	\$541.06	6"	\$1,157.40	6"	\$489.17	\$3,643.14
32	13.00135.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-010 Block-005 E 80 FT OF LOTS 10, 11 & 12 WEASMNT	SHELLI J DOTSON FOLEY COUNTRY FLORAL PO BOX 433 FOLEY, MN 56329	80	0	\$0.00	80	\$0.00	80	\$1,782.72	80	\$1,128.31	7,200	\$541.06	6"	\$1,157.40	6"	\$489.17	\$5,098.65
33	13.00302.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-019 Block-012 & LOT 20	MATHIAS J MIMBACH INVESTMENTS II LTD PARTNERSHIP 7 SKYVIEW DR SAUK RAPIDS, MN 56379	146	0	\$0.00	0	\$0.00	60	\$1,337.04	0	\$0.00	8,772	\$659.19	6"	\$1,157.40	N/A	\$0.00	\$3,153.63
34	13.00191.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-015 Block-001 & LOT 16 & N1/2 OF LOT 17	GREGORY M WENNER & TARA J WENNER 221 2ND AVE PO BOX 307 FOLEY, MN 56329	75	75	\$5,428.46	0	\$0.00	75	\$1,671.30	75	\$1,057.79	9,000	\$676.32	N/A	\$0.00	N/A	\$0.00	\$8,633.88
35	13.00190.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-012 Block-001 S1/2 OF LOT 12 & ALL OF 13 & 14	GREGORY M WENNER & TARA J WENNER 221 2ND AVE PO BOX 307 FOLEY, MN 56329	75	75	\$5,428.46	0	\$0.00	75	\$1,671.30	75	\$1,057.79	9,000	\$676.32	6"	\$1,157.40	6"	\$489.17	\$10,480.44
36	13.00189.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-010 Block-001 & LOT 11 & N1/2 OF LOT 12 & ELY 60 FT OF LOTS 30, 31 & ELY 60 FT OF N1/2 OF LOT 29	GREG M WENNER & TARA J WENNER 221 2ND AVE PO BOX 307 FOLEY, MN 56329	75	75	\$5,428.46	0	\$0.00	75	\$1,671.30	75	\$1,057.79	13,500	\$1,014.48	N/A	\$0.00	N/A	\$0.00	\$9,172.04
37	13.00290.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-013 Block-011 & LOT 14	HAROLD KRUSCHKE & PAMELA ANDERSON-KRUSCHKE 5795 30TH ST PRINCETON, MN 55371	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
38	13.00291.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-015 Block-011 & LOT 16	JAYSON L STRICKER 220 2ND AVE PO BOX 371 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
39	13.00292.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-017 Block-011 & LOT 18	ANDREW SANDBERG PO BOX 120 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
40	13.00293.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-019 Block-011 & LOT 20	C F R LLC PO BOX 278 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
41	13.00287.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-007 Block-011 & LOT 8	JANE F RINGO RANDALL C RINGO 211 3RD AVE PO BOX 519 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
42	13.00286.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-004 Block-011 & LOTS 5 & 6	KENNETH M HARTMAN & LYNNETTE S HARTMAN 231 3RD AVE PO BOX 38 FOLEY, MN 56329	90	90	\$6,514.16	0	\$0.00	90	\$2,005.56	90	\$1,269.35	10,800	\$811.59	1"	\$603.04	4"	\$454.71	\$11,658.40
43	13.00285.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-001 Block-011 & LOTS 2 & 3	MICHAEL ANSON VANESSA ANSON PO BOX 855 FOLEY, MN 56329	90	90	\$6,514.16	0	\$0.00	90	\$2,005.56	90	\$1,269.35	10,800	\$811.59	1"	\$603.04	4"	\$454.71	\$11,658.40



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FOLEY, MN  
SEH NO. FOLEY 138502

5/2/2017

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ASSESSMENT RATES (30%)	
STREET	\$72.38 / LF
STREET LIGHTING	\$0.00 / LF
WATER MAIN	\$22.28 / LF
SANITARY SEWER	\$14.10 / LF
STORM SEWER	\$0.08 / SF
6" SANITARY SEWER SERVICE	\$489.17 / EACH
4" SANITARY SEWER SERVICE	\$454.71 / EACH
6" WATER SERVICE	\$1,157.40 / EACH
1" WATER SERVICE	\$603.04 / EACH

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		STREET LIGHTING		WATER MAIN		SANITARY SEWER		STORM SEWER		WATER SERVICE		SANITARY SERVICE		TOTAL ASSESSMENT
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	SQUARE FEET	ASSESSMENT	SIZE	ASSESSMENT	SIZE	ASSESSMENT	
44	13.00280.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-013 Block-010 N1/2 OF LOTS 13 & 14	NORTHWESTERN BELL TELEPHONE CO C/O U S WEST COMMUNICATIONS 1801 CALIFORNIA ST STE 2500 DENVER, CO 80202	70	70	\$5,066.57	0	\$0.00	70	\$1,559.88	70	\$987.27	4,200	\$315.62	6"	\$1,157.40	6"	\$489.17	\$9,575.90
45	13.00277.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-011 Block-010 N 40 FT OF LOTS 11 & 12	U S WEST COMMUNICATIONS INC C/O CENTURYLINK PO BOX 7909 OVERLAND PARK, KS 66207	40	40	\$2,895.18	0	\$0.00	40	\$891.36	40	\$564.16	2,400	\$180.35	N/A	\$0.00	N/A	\$0.00	\$4,531.05
46	13.00282.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-015 Block-010 & LOT 18	C F R LLC ATTN:WILLIAM SHERK PRESIDENT PO BOX 15 FOLEY, MN 56329	52	52	\$3,763.73	0	\$0.00	52	\$1,158.77	52	\$733.40	6,288	\$472.52	1"	\$603.04	4"	\$454.71	\$7,186.18
47	13.00283.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-017 Block-010 & SLY 4 FT OF LOT 18	DOLORES M KAPROTH 240 3RD AVE PO BOX 354 FOLEY, MN 56329	34	34	\$2,460.90	0	\$0.00	34	\$757.65	34	\$479.53	4,080	\$306.60	1"	\$603.04	4"	\$454.71	\$5,062.44
48	13.00284.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-019 Block-010 & LOT 18 EXC SLY 4 FT	AMANDA R WILKEN 250 3RD AVE PO BOX 538 FOLEY, MN 56329	56	56	\$4,053.25	0	\$0.00	56	\$1,247.90	56	\$789.82	6,720	\$504.99	1"	\$603.04	4"	\$454.71	\$7,653.71
49	13.00119.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-009 Block-002 & LOT 10	LUANNE C CAYWOOD 141 2ND AVE PO BOX 595 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
50	13.00118.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-008 Block-002	MARCUS D CLAXTON PO BOX 133 FOLEY, MN 56329	30	30	\$2,171.39	0	\$0.00	30	\$668.52	30	\$423.12	3,600	\$270.53	1"	\$603.04	4"	\$454.71	\$4,591.30
51	13.00151.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-001 Block-002 LESS PART COMM AT SW COR BEING POB TH NWLY 20FT ON SW LINE OF LOT 1 TH R TO PT ON NELY LINE OF LOT 1 PT IS 20 FT NWLY OF SE COR OF LOT 1 TH SELY ON NE LINE TO SE COR OF LOT 1 TH SWLY ON SELY LINE TO POB	MARCUS D CLAXTON PO BOX 133 FOLEY, MN 56329	20	20	\$1,447.59	0	\$0.00	20	\$445.68	20	\$282.08	2,400	\$180.35	N/A	\$0.00	N/A	\$0.00	\$2,355.70
52	13.00152.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-002 Block-002 & S1/2 OF LOT 1	AMANDA LOUISE NELSON 121 2ND AVE FOLEY, MN 56329	50	50	\$3,618.98	0	\$0.00	50	\$1,114.20	50	\$705.20	6,000	\$450.88	1"	\$603.04	4"	\$454.71	\$6,947.00
53	13.00153.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-003 Block-002 & LOT 4	FEDERAL HOME LOAN MORT CORP 111 2ND AVE PO BOX 583 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
54	13.00154.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-005 Block-002	AMBER J WOJCIECHOWSKI 19082 95TH ST NE OAK PARK, MN 56357	30	30	\$2,171.39	0	\$0.00	30	\$668.52	30	\$423.12	3,600	\$270.53	1"	\$603.04	4"	\$454.71	\$4,591.30
55	13.00125.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-015 Block-003 & LOTS 16 & 17	JOSEPH E KAPROTH & JANETTE KAPROTH 140 2ND AVE PO BOX 461 FOLEY, MN 56329	90	90	\$6,514.16	0	\$0.00	90	\$2,005.56	90	\$1,269.35	10,800	\$811.59	1"	\$603.04	4"	\$454.71	\$11,658.40
56	13.00166.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-010 Block-003	JOSEPH E KAPROTH & JANETTE KAPROTH 140 2ND AVE PO BOX 461 FOLEY, MN 56329	40	40	\$2,895.18	0	\$0.00	40	\$891.36	40	\$564.16	4,800	\$360.71	N/A	\$0.00	N/A	\$0.00	\$4,711.40
57	13.00165.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-008 Block-003 & LOT 9	JOSEPH E KAPROTH & JANETTE M KAPROTH PO BOX 461 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
58	13.00164.10	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-006 Block-003 & LOT 7	MITCHELL T DILLMAN & KRISTA M DILLMAN 9098 COUNTY RD 147 KIMBALL, MN 55353	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
59	13.00122.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-010 Block-003	RAILSIDE LLC PO BOX 176 PRINCETON, MN 55371	30	30	\$2,171.39	0	\$0.00	30	\$668.52	30	\$423.12	3,600	\$270.53	1"	\$603.04	4"	\$454.71	\$4,591.30

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6" SANITARY SEWER SERVICE	\$489.17 / EACH
4" SANITARY SEWER SERVICE	\$454.71 / EACH
6" WATER SERVICE	\$1,157.40 / EACH
1" WATER SERVICE	\$603.04 / EACH

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		STREET LIGHTING		WATER MAIN		SANITARY SEWER		STORM SEWER		WATER SERVICE		SANITARY SERVICE		TOTAL
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	SQUARE FEET	ASSESSMENT	SIZE	ASSESSMENT	SIZE	ASSESSMENT	
60	13.00121.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-008 Block-003 & LOT 9	JENNIFER HESSE & GENE HESSE 141 3RD AVE PO BOX 2 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
61	13.00161.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-001 Block-003	ISADORE WALCHESKI & HARRIET WALCHESKI 131 3RD AVE PO BOX 553 FOLEY, MN 56329	40	40	\$2,895.18	0	\$0.00	40	\$891.36	40	\$564.16	4,800	\$360.71	1"	\$603.04	4"	\$454.71	\$5,769.15
62	13.00162.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-002 Block-003	KEITH J BARTON PO BOX 494 FOLEY, MN 56329	30	30	\$2,171.39	0	\$0.00	30	\$668.52	30	\$423.12	3,600	\$270.53	1"	\$603.04	4"	\$454.71	\$4,591.30
63	13.00163.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-003 Block-003 & N1/2 OF LOT 4	ROBERT W TORELL PO BOX 404 FOLEY, MN 56329	45	45	\$3,257.08	0	\$0.00	45	\$1,002.78	45	\$634.68	5,400	\$405.79	1"	\$603.04	4"	\$454.71	\$6,358.08
64	13.00164.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-005 Block-003 & S1/2 OF LOT 4 ETAL ARE W 1/4 INDIV INT TO EACH: CYNTHIA L NIESS, ROBIN J GONDECK, CRAIG S GONDECK & JEFFERY A GONDECK	CYNTHIA L NIESS ETAL C/O CRAIG S GONDECK 9575 SUCKER CREEK RD RICE, MN 56367	45	45	\$3,257.08	0	\$0.00	45	\$1,002.78	45	\$634.68	5,400	\$405.79	1"	\$603.04	4"	\$454.71	\$6,358.08
65	13.00132.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-017 Block-004	ROBERT J SCHREIFELS & JODI M SCHREIFELS 140 3RD AVE PO BOX 386 FOLEY, MN 56329	30	30	\$2,171.39	0	\$0.00	30	\$668.52	30	\$423.12	3,600	\$270.53	1"	\$603.04	4"	\$454.71	\$4,591.30
66	13.00174.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-010 Block-004 N 30 FT	ROBERT J SCHREIFELS & JODI M SCHREIFELS 140 3RD AVE PO BOX 386 FOLEY, MN 56329	30	30	\$2,171.39	0	\$0.00	30	\$668.52	30	\$423.12	3,600	\$270.53	N/A	\$0.00	N/A	\$0.00	\$3,533.55
67	13.00173.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-009 Block-004 & S 10 FT OF LOT 10	SCOTT G SWANSON 120 3RD AVE PO BOX 385 FOLEY, MN 56329	40	40	\$2,895.18	0	\$0.00	40	\$891.36	40	\$564.16	4,800	\$360.71	N/A	\$0.00	N/A	\$0.00	\$4,711.40
68	13.00172.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-008 Block-004	SCOTT G SWANSON 120 3RD AVE PO BOX 385 FOLEY, MN 56329	30	30	\$2,171.39	0	\$0.00	30	\$668.52	30	\$423.12	3,600	\$270.53	1"	\$603.04	4"	\$454.71	\$4,591.30
69	13.00171.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-006 Block-004 & LOT 7	THOMAS SWEETER 100 3RD AVE PO BOX 88 FOLEY, MN 56329	60	60	\$4,342.77	0	\$0.00	60	\$1,337.04	60	\$846.24	7,200	\$541.06	1"	\$603.04	4"	\$454.71	\$8,124.85
70	13.00739.00	Sect-26 Twp-037 Range-029 FOLEY IMPROVEMENT PLAT Lot-004 Block-005 LESS ELY 150 FT	FOLEY FUEL & LUMBER LLC PO BOX 157 FOLEY, MN 56329	60 (8)	0	\$0.00	0	\$0.00	60	\$1,337.04	60	\$846.24	33,100 (7)	\$2,487.37	6"	\$1,157.40	6"	\$489.17	\$6,317.20
TOTAL				4,467	2,417	\$174,941.28	558	\$0.00	3,563	\$79,397.70	3,403	\$47,995.65	487,453	\$36,630.10		\$49,632.90		\$27,903.00	\$416,500.63

(1) CORNER LOT ADJUSTMENT

(2) IRREGULAR LOT ADJUSTMENT

(3) PREVIOUSLY ASSESSED FOR LIGHTING

(4) PREVIOUSLY ASSESSED FOR WATER MAIN

(5) PREVIOUSLY ASSESSED FOR SANITARY SEWER

(6) PREVIOUSLY ASSESSED FOR STORM SEWER

(7) ONLY THE FRONT 50' OF THE PROPERTY IS INCLUDED IN THE DRAINAGE AREA ASSESSMENT SINCE THE RUNOFF FROM THE REMAINDER OF THE PARCEL DRAINS DIRECTLY TO THE WETLAND WITHOUT GOING THRU THE CITY SYSTEM

(8) WATER AND SEWER USAGE FOR THIS PARCEL IS EQUIVALENT TO THAT OF A RESIDENTIAL UNIT; THEREFORE THE FRONTAGE FOR THE ASSESSMENT IS THE AVERAGE RESIDENTIAL FRONTAGE



CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2017-16

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, the city council, on the 6th day of June, 2017, fixed a date for a council hearing on Improvements for Dewey Street from Stony Brook Creek to Norman Avenue, 2nd Avenue from Main Street to John Street, and 3rd Avenue from Main Street to John Street, and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 11th day of July, 2017, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted this 11th day of July, 2017.
3. Short Elliott Hendrickson, Inc. (SEH®) is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
4. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

Adopted by the council this 11th day of July, 2017.

\_\_\_\_\_  
Gerard L. Bettendorf, Mayor

ATTEST:

\_\_\_\_\_  
Sarah A. Brunn, City Administrator

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated July 11, 2017 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2018 Dewey Street Improvements**.

**Client's Authorized Representative:** Sarah Brunn, City Administrator  
**Address:** PO Box 709  
Foley, MN 56329-0709  
**Telephone:** 320.968.7260 **email:** sbrunn@ci.foley.mn.us

**Project Manager:** Jon Haler, PE  
**Address:** PO Box 1717  
St. Cloud, MN 56302-1717  
**Telephone:** 320.229.4344 **email:** jhalter@sehinc.com

**Scope:** The Basic Services to be provided by Consultant:

Our services will consist of Design and Construction Services for the proposed street and utility reconstruction of Dewey Street, 2<sup>nd</sup> Avenue, and 3<sup>rd</sup> Avenue. The scope of the proposed project is defined in the Feasibility Report dated May 2, 2017.

### Task 3: Dewey Street - Design Services

The scope of improvements is shown in the Feasibility Report presented to the City Council on May 2, 2017, the improvements include street, drainage, sanitary sewer, and water main, and decorative lighting improvements.

- Topographic survey
- Place Gopher State One-Call utility locate request
- Preliminary utility design meeting
- Prepare of plans and specifications
- Open house meeting regarding construction access issues
- Prepare opinion of probable cost
- Apply for necessary permits
- Present plans and specifications to City Council
- Prepare advertisement for bid
- Distribute plans via electronic and paper means to prospective bidders
- Respond to bidding questions
- Attend bid opening and prepare bid tabulation
- Recommend contract award

### Task 4: 2<sup>nd</sup> and 3<sup>rd</sup> Avenue - Design Services

The scope of improvements is shown in the Feasibility Report presented to the City Council on May 2, 2017, the improvements include street, drainage, sanitary sewer, and water main improvements.

- Topographic survey
- Place Gopher State One-Call utility locate request
- Preliminary utility design meeting
- Prepare of plans and specifications

- Open house meeting regarding construction access issues
- Prepare opinion of probable cost
- Apply for necessary permits
- Present plans and specifications to City Council
- Prepare advertisement for bid
- Distribute plans via electronic and paper means to prospective bidders
- Respond to bidding questions
- Attend bid opening and prepare bid tabulation
- Recommend contract award

**Task 5: Dewey Street - Construction Services**

- Assemble construction contracts
- Distribute and review contract documents
- Open house prior to construction to discuss access
- Prepare project monthly newsletters to residents
- Conduct preconstruction conference
- Provide full time Resident Project Representative services as described in attached Exhibit B
- Construction staking. Additional staking beyond the scope identified or re-staking or due to Contractor's operation shall be at Contractor's expense.
- Review shop drawing submittals
- Attend weekly site meetings
- Collect and review prevailing wages
- Pay application review and processing
- Prepare punch list
- Assemble record drawings
- Final Assessment Hearing

**Task 6: 2<sup>nd</sup> and 3<sup>rd</sup> Avenue - Construction Services**

- Assemble construction contracts
- Distribute and review contract documents
- Open house prior to construction to discuss access
- Prepare project monthly newsletters to residents
- Conduct preconstruction conference
- Provide full time Resident Project Representative services as described in attached Exhibit B
- Construction staking. Additional staking beyond the scope identified or re-staking or due to Contractor's operation shall be at Contractor's expense.
- Review shop drawing submittals
- Attend weekly site meetings
- Collect and review prevailing wages
- Pay application review and processing
- Prepare punch list
- Assemble record drawings
- Final Assessment Hearing

**Additional Services:**

Services from Consultant not listed above, if required or requested, can be provided to the Client at our normal hourly rates. The following services are not included in the scope of work and fee for this project at this time, but if required can be provided as an Additional Service:

- Soil and materials testing services are not included in this proposed fee. Consultant will help coordinate the soils testing throughout the construction project at no charge, but the fee for the testing services is not included in Consultant's proposed fee.
- Easement descriptions and figures if needed.

Assumptions:

- Permit fees to be paid directly by the City of Foley.
- Advertising fees to be paid directly by the City of Foley.
- Temporary easements (if needed) will be acquired via a Right of Entry letter, and no legal description or figure will be included.
- Contract administration and RPR services have been budgeted assuming the construction contract duration for construction operations do not exceed 14 weeks for 4th Avenue North.

Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

Payment:

The Feasibility Report estimated engineering fees to be \$455,000. In preparation of the report and this agreement, Consultant is able to reduce our proposed fees to \$398,000.

Dewey Street – Design Services	\$85,500	Lump Sum including expenses and equipment	Cost Share with Benton County
2 <sup>nd</sup> and 3 <sup>rd</sup> Avenue – Design Services	\$52,500	Lump Sum including expenses and equipment	
Dewey Street – Construction Services	\$160,000	Hourly including expenses and equipment	Cost Share with Benton County
2 <sup>nd</sup> and 3 <sup>rd</sup> Avenue - Construction Services	\$100,000	Hourly including expenses and equipment	
Total Fee	\$398,000		


The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2.

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

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Short Elliott Hendrickson Inc.

City of Foley, Minnesota

By:   
Jon Halter, PE  
Title: City Engineer

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Foley, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated July 11, 2017**

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

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

**A. Hourly Basis Option**

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

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

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

**B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.

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**Exhibit A-2  
to Supplemental Letter Agreement  
Between City of Foley, Minnesota (Client)  
and  
Short Elliott Hendrickson Inc. (Consultant)  
Dated July 11, 2017**

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

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

**A. Lump Sum Basis Option**

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

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

**B. Expenses Not Included in the Lump Sum**

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

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

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

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**Exhibit B**  
**to Supplemental Letter Agreement**  
**Between City of Foley, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated July 11, 2017**

**A Listing of the Duties, Responsibilities and**  
**Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings\*, Field Orders\*, Addenda\*, clarifications, interpretations, approved Shop Drawings\* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

**A. General**

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples\*:
  - (a) Record date of receipt of Shop Drawings and Samples.
  - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
  - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of



Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
  - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications\* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive\*, Addenda, Change Orders\*, Field Orders, additional Drawings\* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
  - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
  - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
  - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
  - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
  - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

**C. Limitations of Authority**

**Resident Project Representative:**

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

\*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated July 3, 2017 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Prepare a Facility Plan for the Foley Wastewater Treatment Facility.

**Client's Authorized Representative:** Sarah Brunn, City Administrator

**Address:** 251 4th Ave N, PO Box 709

Foley, MN 56329

**Telephone:** 320.968.7260

**email:** sbrunn@ci.foley.mn.us

**Project Manager:** Jessica Hedin, PE

**Address:** 1200 25th Ave South, PO Box 1717

Saint Cloud, MN 56302

**Telephone:** 320.229.4369

**email:** jhedin@sehinc.com

**Scope:** The Basic Services to be provided by Consultant:

Refer to Exhibit 1 for a detailed scope of the project.

**Schedule:** Refer to Exhibit 1 for the anticipated schedule of the project.

**Payment:** A retainer in the amount of \$0 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

The fee is hourly estimated to be \$61,700 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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

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**Short Elliott Hendrickson Inc.**

**City of Foley, Minnesota**

By: Jessica Hedin

Jessica Hedin, PE

Title: Project Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_



## **EXHIBIT 1 – SCOPE OF SERVICES**

July 3, 2017

RE: City of Foley, Minnesota  
WWTF Facility Plan  
SEH No. P-FOLEY 142321 14.00

Ms. Sarah Brunn  
City Administrator  
City of Foley  
251 4<sup>th</sup> Avenue North  
PO Box 709  
Foley, MN 56329

Dear Ms. Brunn:

Thank you for the opportunity to submit this proposal for professional services related to the preparation of a Facility Plan for the City of Foley Wastewater Treatment Facility (WWTF). The WWTF, which consists of two stabilization pond systems, is currently operating at maximum permitted hydraulic capacity and more capacity is needed to accommodate future growth in the City. A Facility Plan will address the need for improvements and capacity based on community growth and regulatory requirements for the next 20-year planning period.

PouchTec Industries is a significant industrial user (SIU) in the City of Foley that packages food products. PouchTec has the ability to separate high load waste from their waste stream and send it to the St. Cloud WWTF for treatment and disposal. PouchTec is responsible for transportation and treatment costs for the high load waste. The remaining waste is sent to Foley's wastewater treatment system after separation and is higher than domestic strength wastewater, but significantly lower than the high load waste that is sent to St. Cloud. This report will include alternatives for both a low industrial load from PouchTec (similar to current operation) and high industrial load from PouchTec, where all waste from PouchTec would be sent to the Foley WWTF.

### **SCOPE OF SERVICES**

The following scope of services has been prepared for the Facility Plan for the City of Foley WWTF.

#### **Document Existing Facility Conditions**

1. Describe existing treatment system. The description will be based on existing as-built drawings and maps, and will not include field surveys or on-site data collection beyond an initial site visit.
2. Provide a wastewater treatment facility site map indicating surrounding features. The map will be based on existing drawings and current United States Geological Survey (USGS) maps.
3. Identify 25 and 100-year flood elevations relative to the plant site based on information provided by the appropriate agencies. Flood elevations will only be based on existing information. Flood elevations will not be established as part of this study.

4. Summarize design and treatment capacity of the existing stabilization pond systems. Review monitoring reports from the existing pond system to verify the facilities are operating in accordance with typical design criteria.
5. Evaluate condition of existing treatment ponds based on on-site observation and review of existing records.
6. Estimate the existing residential and non-residential wastewater flows using monitoring reports and water records as provided by the City.
7. Perform a desktop infiltration/inflow analysis. This preliminary analysis will use existing flow records to determine approximate rates of infiltration and inflow entering the collection system. If these rates exceed the standards set forth by the MPCA, additional evaluation outside the scope presented herein may be required.
8. Conduct a desktop water balance on the existing ponds. MPCA does not require a barrel test water balance at this time, however, barrel tests will be required following construction if work is done within the pond dikes.
9. Review current wastewater influent and effluent loads based on existing records. Compare loads to expected loads based on typical per capita waste contributions and discharges from industrial sources.
10. SEH will prepare a sludge sampling grid for City staff to collect depth readings with a sludge judge. Recommended lab analyses will be provided for testing regulated sludge constituents required for development of a biosolids disposal plan. This scope of services does not include preparation of a biosolids disposal plan.

#### **Future Conditions**

1. Describe the planning area and indicate on a USGS map.
2. Project future residential and non-residential flows for a 20-year planning period. Year 2021 is anticipated to be the earliest date that expanded facilities could be in operation. The year 2041 is considered the 20-year design year. Flows will be presented in the methodology and on the forms required by MPCA. Flows will be estimated for average dry weather, average wet weather, peak hourly wet weather, and peak instantaneous wet weather flow conditions. Estimates of future industrial flows will be based on information obtained from the major existing industries (PouchTec and local butcher shops).
3. Project future residential and non-residential loads for the 2041. Determination of design loadings will be done in the methodology and on the forms required by MPCA. Flow and load projections will be reviewed with City Staff.
4. Obtain preliminary effluent limits from MPCA. The MPCA has a standard form for requested effluent limit determinations and the fee to request an effluent limit determination is currently \$1,550 (MPCA is considering a fee increase in 2017/2018) to be paid directly by the City. Three effluent discharge options will be included in the request including controlled, seasonal, and continuous discharges.
5. Estimate a timeframe for removal of accumulated sludge from the existing ponds. Depending upon sludge depth, a biosolids disposal plan may be required. A disposal plan is not included in this scope of services due to unknown sludge volume.

#### **Alternative Analysis**

Each alternative below will be evaluated for low industrial load and flow from PouchTec and high industrial load and flow from PouchTec.

1. Expansion options for the existing stabilization ponds with both controlled and continuous discharge will be reviewed. This will include a recommendation of the amount of land necessary and feasible sites for land expansion. It does not include surveying or land acquisition services. The City will be asked to identify potential sites for expansion based on land area recommendations.

2. Evaluate the feasibility of mechanical treatment facilities with a continuous discharge and consider the existing ponds for equalization. The use of mechanical treatment facilities will require biosolids treatment and disposal. Biosolids treatment options will also be reviewed including aerobic and anaerobic digestion. A cursory examination of biosolids land disposal and mechanical dewatering will be performed.
3. Evaluate a combination of existing stabilization pond treatment and mechanical treatment.
4. Evaluate two options for connection to a regional wastewater treatment facility (i.e. St. Cloud and/or Clearwater/Clear Lake). SEH will assist City staff in contacting these parties and obtaining the necessary information. Attend one meeting with each potential party for discussions.
5. Assist City with evaluating interest from surrounding communities in regionalization to the Foley WWTF.
6. Review recommended wastewater treatment plant reliability in accordance with MPCA Reliability Guidelines.
7. Present a construction sequence to identify how interim treatment will be accomplished during construction to meet permit effluent requirements.
8. Complete an Environmental Information Worksheet (EIW) and Section 106 Review as required by MPCA. A more detailed Environmental Assessment Worksheet (EAW) is required if the plant capacity will increase by 50% or more. An EAW is not included in this scope of work.
9. Prepare a projected timeline for the project design, MPCA review and approval, advertising and bidding, construction, and obtaining start-up/operation.

#### **Cost Analysis**

1. Estimate capital, operation, and maintenance costs for the alternatives discussed above.
2. Develop a present worth cost analysis incorporating capital costs and operation and maintenance costs.
3. Review the existing annual sewer service charge and estimate the impact of the project costs on the rates based on the costs of the recommended alternative.
4. SEH will review and evaluate potential grant/loan options available for wastewater treatment facility projects.

#### **Work Products**

1. The project recommended in the facility plan will be placed on the MPCA's Project Priority List (PPL) to be eligible to request funding. SEH will prepare the transmittal and application required.
2. Prepare a draft Facility Plan and submit it to the City for review and comments.
3. Prepare a public notice for a public hearing on the Facility Plan. Notice will be published by the City.
4. Develop a formal resolution for the City to adopt the Facility Plan.
5. Prepare a revised Facility Plan report incorporating City comments and public hearing documents and submit to the MPCA for review and comments. Respond to MPCA comments.
6. Complete the MPCA technical review checklist to assist MPCA in their review of the plan.
7. To be eligible for funding through the Public Facilities Authority (PFA), the City of Foley must be on the PPL, have an approved Facility Plan, and also be on the Intended Use Plan (IUP). If directed, SEH will prepare a letter for the City requesting placement on the IUP. The letter will briefly describe the project and include a project cost estimate and project schedule.

#### **Informational Meetings**

1. Meet with City staff at beginning of project to clearly identify specific concerns and needs. Because PouchTec Industries is a large contributor to the load at the wastewater facility, it is recommended that a representative from PouchTec attend all informational meetings.
2. Meet with communities that have potential to accept wastewater from the City of Foley.
3. Meet with MPCA staff to discuss project details.

4. Meet with City staff to discuss project flows and loads that will be used as the basis of the Facility Plan alternatives analysis.
5. Meet with City staff to discuss the draft facility plan prior to submitting to MPCA.
6. Attend one Council meeting to discuss draft facility plan with City Council members.
7. Assist the City in conducting a public hearing.

#### **Excluded Tasks**

Tasks that are excluded from the Scope of Services and from the estimated engineering fee are as follows:

1. Preparation of an Environmental Assessment Worksheet (EAW). The need for an EAW cannot be predicted until flow projections have been developed for the Facility Plan. An EAW is required by the State for any existing treatment facilities that increase the design wet weather capacity by 50% or more.
2. Preparation of a Non-Degradation (or Anti-Degradation) Analysis and Review. The requirements for the need for a Non-Degradation Analysis and Review have recently changed and is now at the discretion of the MPCA. Typically they are needed if the flow increases more than 200,000 gallons per day above the flow established in 1988 or the load increases by an established percentage, but is now open to any expanded discharge.
3. Conducting a detailed infiltration/inflow analysis or sewer system evaluation beyond that identified under "Existing Conditions" of this proposal.
4. Performing hydrogeologic studies or soil borings and soils analyses.
5. Conducting archeological and historical surveys.
6. Conducting wetland identification and analysis at new sites considered for wastewater treatment.
7. Identifying alternate sites for additional land. City staff will identify available land that can be considered for treatment facility expansion.
8. Conducting a site survey to identify boundary of the 100-year flood elevation if this data is not readily available.
9. Performing property surveys.
10. Advertising for a public hearing and paying related publication costs. SEH will prepare the Notice for Public Hearing.
11. Contacting industries for future growth and expansion plans.
12. Developing treatment agreements with major contributing industries.
13. Prepare a storm water control ordinance per MPCA requirements for a Non-Degradation Analysis.
14. Preparation of grant and loan applications for wastewater treatment improvements.
15. Additional services in connection with the Facility Plan not otherwise provided for in the Scope of Services.
16. Costs of acquiring any new land associated with the wastewater treatment processes is not considered in the analyses performed for each alternative.
17. Cost of various agency (DNR, historical society, etc.) reviews involved with an EAW or Non-Degradation Analysis.

#### **Data Furnished by the City**

1. Projected wastewater flows and loads from industries.
2. Three years of water use data broken down by quarter and classification:
  - a. Residential.
  - b. Commercial.
  - c. Public authority.
  - d. Schools.
  - e. Industrial.
3. Three to five years of Daily Monitoring Reports (DMRs) submitted to MPCA.
4. Three to five years of influent flow records including flow and precipitation.

- 5. Sludge depth measurements from ponds based on sampling grid provided by SEH.
- 6. Sampling and analysis of wastewater and sludge with direction from SEH.
- 7. Projected sewer service populations to the year 2041.
- 8. Wastewater operating records – expenses and revenue summaries for the past three years.
- 9. Current user fees and sewer access charges (SAC).
- 10. Any plans, specifications, and record drawings for the existing wastewater treatment facility.
- 11. Minutes and attendance roster from the public hearing.

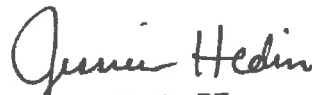
**Project Schedule**

The following is a proposed schedule for preparation and completion of the WWTF Facility Plan. This schedule is intended to meet eligibility requirements necessary for various funding resources available for constructing wastewater facility improvements. The schedule of a Facility Plan can be affected by the timing and content of the MPCA's preliminary effluent limits.

Kick-off Meeting .....	July 2017
Review Flows and Loads with City Staff .....	July/August 2017
Request Preliminary Effluent Limits from MPCA .....	July/August 2017
Review Draft Facility Plan with City Staff .....	January 2018
Assist City with Public Hearing .....	February 2018
Submit Facility Plan to MPCA (following Council Authorization) .....	March 2018

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

  
Jessica Hedin, PE  
Project Manager

jah  
c: Mark Pappenfus, City of Foley  
Jon Halter, SEH  
p:\fj\foley\common\wastewater\p-142321 2017 facility plan proposal\contract documents\word files\exhibit 1 scope of services\_070317.docx



**Exhibit A-1  
to Supplemental Letter Agreement  
Between City of Foley, Minnesota (Client)  
and  
Short Elliott Hendrickson Inc. (Consultant)  
Dated July 3, 2017**

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

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

**A. Hourly Basis Option**

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

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

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

**B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.

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## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

#### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

#### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

#### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

### SECTION III – PAYMENTS

#### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



# Foley Police Department

## Calls for Service - 2017

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	15	17	10	8	16	19							85
Equipment Vio.	12	18	13	6	11	14							74
Speed	15	10	25	27	30	9							116
DWI	0	0	0	0	0	0							0
DAR/S/C	3	1	2	1	3	1							11
# Citations Issued	*9	*3	*5	*5	*10	*6							*38
Accidents	6	2	4	2	3	3							20
Hit and Run	4	0	2	0	0	1							7
Gas Drive Offs	2	1	0	1	3	5							12
Thefts	8	10	13	9	8	5							53
Controlled Substance	2	2	2	1	2	3							12
Suspicious Activity	14	15	10	6	14	23							82
Burglaries/Robbery	0	0	1	2	0	1							4
Medicals/Welfare	19	12	12	8	10	17							78
Assaults/Domestics	9	6	10	6	9	1							41
Harassment	7	5	7	6	6	2							33
CDP/Vandalism	2	0	2	4	1	0							9
Animal Complaints	9	3	6	1	11	3							33
City Ordinance	1	1	0	10	33	5							50
Parking Tickets	29	22	20	1	1	1							74
Disturbing the Peace	5	3	3	0	0	8							19
Gun Permits	3	2	5	0	2	5							17
Warrant Arrests	0	2	1	3	0	1							7
Civil	2	4	3	5	8	7							29
Lockout	4	1	4	5	1	4							19
Assist other Agencies	5	15	14	16	11	16							77
Special Events	24	34	25	25	27	14							149
Misc.	33	33	38	27	58	44							233
TZD Hours	0 Hours	0 Hours	0 Hours	0 Hours	11.25 HRS	0 Hours							11.25 HRS
Total:	233	219	232	180	268	212							1344

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

KM8801

**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 07-11-17 COUNCIL MEETING  
**DATE:** JULY 7, 2017

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#### **Consent Agenda**

The BCA policies included in your packet are policies requested to be adopted by the Benton County Sheriff's Department. These policies relate to the city accessing county systems and have been reviewed by the city attorney.

The council made a motion to set the public hearing on the Dewey Street project but staff is recommending we follow-up with an official resolution for the permanent record.

#### **Dewey Street/2<sup>nd</sup> Avenue/3<sup>rd</sup> Avenue Preliminary Assessment Hearing**

Notices have been sent to those property owners affected by assessments for the proposed 2018 Dewey Street project. An informational meeting was held by S.E.H. staff on July 6<sup>th</sup> to give another opportunity for affected parties to obtain more information.

The City Engineer will give a short presentation overviewing the project and then the council can conduct the public hearing. Once the hearing is completed the council can address the resolution which authorizes plans and specs for the project and orders the improvement.

A copy of the full assessment report and design services agreement is included in your packet.

#### **Wastewater Facility Plan**

Jessica Hedin will present an overview of the proposed facility plan for the city. An overview of the services is included in your packet. This plan will analyze the existing conditions of the ponds and explore a number of different options. After the presentation, the council should approve (by motion) proceeding with the facility plan.

#### **Foley Area C.A.R.E.**

Connie Cardinal requested to present to the council on services provided by C.A.R.E.

#### **Planning Commission Update**

The planning commission has a busy agenda for its July 10<sup>th</sup> meeting. An application for rezoning and site plan review has been submitted by Dollar General for the Broadway Avenue/Highway 23 location. In addition to this application, Progressive Builders has submitted a variance application for 2 lots out in Golf Court for rear yard setback.

### **6<sup>th</sup> Avenue/Broadway Water Loop**

The development of the Broadway Avenue/Hwy 23 location (old school field) has brought to attention a need to complete a water main loop. Staff is requesting the proposed Dollar General to run services off the 6<sup>th</sup> Avenue side because not enough pressure is available from the Broadway side. In addition, staff has requested the developer to work with the city to allow them to continue a run to complete a main loop to Broadway correcting this existing problem. The City Engineer has provided a rough cost to making this extension and will present and request council permission to proceed with the project. This information will be provided at the meeting.

### **Police Department**

City staff will be meeting with police union representatives at the end of July to discuss a new police contract. The current one expires at the end of 2017.

### **Upcoming Reminders**

- The Downtown Demonstration Project will be setting up soon and remain up until mid-August. We will be directly feedback to a survey via
- Next Council meeting is August 1<sup>st</sup>. Following this meeting we will hold a public session taking feedback on the Downtown Demonstration Project.
- Budget workshop session has been scheduled for August 15<sup>th</sup>.