



**City Council – Meeting Agenda  
May 7, 2019 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
  - Approve minutes of April 2, 2019.
  - Approve updated Emergency Operations Plan.
  - Approve disposal of city equipment.
  - Adopt Resolution #2019-05 Approving Additional Transfers.
  - Approve payment of bills.
5. Public Hearing – Zoning Ordinance Amendments
  - Adopt Ordinance #443 – Amend Zoning Ordinance for Hoop/Tubular Buildings.
6. Solid Waste Hauling Request for Proposals
  - Review submitted Request for Proposals.
  - Approve Solid Waste Hauler for period of July 1, 2019 thru June 30, 2024.
7. Discussion on UTV Ordinance
8. Mayor's Comments & Open Forum
9. Department Reports:
  - Police Department –Katie McMillin
  - City Engineer – Jon Halter
    - Discussion on Glen Street & City Hall Alley Quotes.
  - Public Works – Mark Pappenfus
  - Administration – Sarah Brunn
    - Discussion on carpet replacement.
    - Update on municipal pool
  - Fire Department – Mark Pappenfus
    - Discussion on rescue truck replacement.
10. Old Business
  - Update on wastewater facility plan.
11. New Business
  -
12. Adjourn

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – April 2, 2019

The Foley City Council held a regular meeting on April 2, 2019, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Rosalie Musachio Gary Swanson and Jack Brosh.

Members Absent: None

The pledge of allegiance was recited.

Motion by Gondeck, seconded by Musachio, to approve the agenda. Motion carried, unanimous.

**Consent Agenda**

Motion by Gondeck, seconded by Musachio, to approve the consent agenda, which includes the following:

- Approve minutes of March 5, 2019.
- Approve payment of bills paid for by checks #51216 – #51277.

Motion carried, unanimous.

**Foley Fun Days – Nancy Kampa**

Nancy Kampa, representing the Foley Civic Group was at the meeting to request use of the streets for this year's festival. There was discussion on if the parade route should be moved again this year due to construction and some sidewalk repair and seeding that remains unfinished and might not be completed by mid-June. The council decided keeping the parade route one more year was the best course of action for this year's events. The civic group will proceed with making this change.

**Public Hearing – Wastewater Facility Plan**

Mayor Bettendorf turned the meeting over to wastewater engineer Jessica Hedin for an overview on the wastewater facility plan.

City Engineer Jessica Hedin reviewed what a wastewater facility plan is, key issues and what the existing wastewater system is comprised of. The current capacity of the system was reviewed and indicated little to no capacity remains. As part of the process, the city made growth projections and used those estimates to obtain preliminary effluent limits from the Minnesota Pollution Control Agency. The different alternatives the plan identifies were reviewed along with the costs associated. The plan concludes with a preferred alternative of regionalization with the city of St. Cloud. Hedin gave an overview of the non-monetary factors that went into the preferred alternative, including being a long-term solution beyond 20 years; the ability to handle future water quality standards; and the ability to better serve the existing wet industry that is a current large employer of the city. Hedin reviewed the costs and rate impact with the preferred alternative.

There were questions on if the City of St. Cloud could raise rates on us and if their system can handle in the future. There were discussions on why other alternatives were not considered.

Mayor Bettendorf recessed the regular city council meeting at 6:00 p.m. to conduct a public hearing on the wastewater facility plan. Bettendorf reminded the council that only comments regarding the wastewater facility plan would be heard at this time and other comments should be directed to a later

open forum. Bettendorf also presented a letter provided by retired public works director Jim Moshier supporting regionalization to St. Cloud.

Amanda Welle, 250 3<sup>rd</sup> Avenue, questioned the cost to maintain over 11 miles of pipe to St. Cloud. Hedin indicated O&M does cover these costs. Welle indicated concern over costs associated with curb and gutter. Halter indicated the curb and gutter have no impact on the current wastewater facility plan.

Darrel Watercott, 1101 Golf Court, expressed concern with costs and asked there be consideration of how much businesses and how much residents will pay for this system. Watercott also asked for there to be consideration on being charged for water that does not go down and into the sewer system.

John Uphoff, Executive Director of Benton Economic Partnership, indicated support of the regionalization plan for wastewater and reviewed the concerns of losing future growth without taking action. Uphoff indicated the Benton Economic Partnership is in support of the city's plan to regionalize with the city of St. Cloud.

Mike Kasner, 116 Green Meadow, questioned if this system will be designed for growth above and beyond and future communities partnering with us.

Mayor Bettendorf reconvened the regular meeting at 6:10 p.m.

City Administrator Sarah Brunn updated the council on the activities related to funding.

The council held discussion on if there was consensus to keep things moving forward by approving the plan tonight to ensure we are as ready as possible if funding were to become available.

Motion by Swanson, seconded by Musachio, to adopt Resolution #2019-04 Approving Facility Plan. There was detailed discussion on the options and if we want to consider providing opportunity to hook up other communities. Bettendorf, Gondeck, Musachio, Swanson – aye. Brosh – nay. Motion carried.

There was a question on if value engineering proposals would be addressed and the council reviewed the proposals and costs associated. Motion by Swanson, seconded by Gondeck, to approve the proposal provided by AE2S for value engineering services and a review of the plan for up to \$5,000. Motion carried, unanimous.

#### **Discussion on Water Supply Plan**

The council was presented with the water supply plan that has been approved by the state. Staff is requesting approval by resolution, which will direct staff to certify the final plan to the state. Motion by Gondeck, seconded by Musachio, to adopt Resolution #2019-03 Approving Water Supply Plan. Motion carried, unanimous.

#### **Advanced Disposal – Discussion on Garbage Contract**

Bob Pfiser was at the meeting to discuss recycling and the upcoming garbage contract. Pfiser gave an overview of a brochure and a desire to possibly roll out a similar brochure in Foley. Pfiser also requested the council consider a garbage contract extension.

#### **Mayor's Comments & Open Forum**

Gerald Hovde, 265 Elm Drive, indicated support of the value engineering but indicated the wastewater upgrade is necessary and residents are spending just as much if not more on other services. Hovde also

requested consideration of a letter he submitted for the use of UTV's or side-by-side's within the city limits.

Nicki Lahr, representing Republic Services (garbage hauling company), indicated support of the recycling issues outlined by Pfiser and a need to work through recycling services. Lahr also indicated a desire for the opportunity to bid the garbage contract for the City of Foley.

### **Department Reports**

Police Chief Katie McMillin reviewed the monthly law enforcement report which is the highest since the re-establishment of the police department. McMillin also provided an update on the bike rodeo, chief's conference and cameras at the parks.

Curt Meyers, 274 Elm Drive, indicated support for at UTV ordinance allowing their operation in the city.

Terry Kotsmith, 11840 55<sup>th</sup> Street NE, indicated he lives just outside of town but supports allowing the operation of side-by-sides.

Duane Foss, 6149 Highway 25, indicated support for the side-by-sides being allowed to operate in the city.

City Attorney Adam Ripple had no report.

City Engineer Jon Halter updated the council on the Dewey project trees. A map was provided to council on the recommendation of where to place trees. A total of 15 trees are being recommended. Musachio questioned what kind of trees will be planted.

Bill Bronder, 100 Glen Street, suggested consideration of smaller trees for boulevard planting and working with neighbors to plant on their property.

Public Works Director Mark Pappenfus provided an overview on the conditions of streets including Broadway Ave N, Oak Drive, 1<sup>st</sup> Avenue W and Glen Street. Pappenfus requested permission to quote the city hall alley and Glen Street projects and bring the information back to council. Pappenfus also indicated the compost site will be opened as soon as it dries up.

City Administrator Sarah Brunn reminded the council of an upcoming meeting regarding the safe routes to school plan on April 9<sup>th</sup> at 10am at the Foley Schools. Brunn also indicated the Open Book meeting for city residents will take place on April 16<sup>th</sup> beginning at 3:00 p.m. Residents can make appointments by contacting the county assessor's office directly. Audit field work will take place on April 16<sup>th</sup> and 17<sup>th</sup>. Clean up day is scheduled for April 27<sup>th</sup> and will be conducted again by the Boy Scouts. Brunn also wanted the council to be aware that the planning commission is having discussions on a solar garden ordinance and regulations on tubular (hoop) buildings. Any recommendations will be forwarded to the council for considerations.

### **New Business**

Brunn provided a copy of the garbage contract and indicated it is expiring on July 1<sup>st</sup>. Brunn indicated the contract has not been bid for 10 years so the council could choose to seek proposals or a contract extension to the current provider, Advanced Disposal. Musachio asked if the ticket system could be continued as part of the process. Motion by Gondeck, seconded by Swanson, to authorize staff to

develop and advertise an RFP for garbage services. The proposals will be brought back to the council for consideration.

Councilmember Swanson requested a discussion on Side-By-Side's or UTV's be placed on the agenda. Brosh questioned the current fees for golf carts. Brosh indicated support for allowing both ATV's and UTV's in town with no fees as they are currently required to be licensed with the DNR. Musachio asked for a recommendation from the police chief and McMillin indicated safety concerns with allowing them. McMillin also indicated if the council chooses to proceed, she requested the council consider a list of restrictions in an ordinance. The council had detailed discussion on the pros and cons.

Motion by Bettendorf, seconded by Musachio, to table the discussion on side-by-side's or UTV's until the next meeting. The council directed staff to develop an ordinance incorporating the restrictions recommended by Chief McMillin.

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

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Sarah A. Brunn, Administrator

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2017-37

ADOPTION OF THE BENTON COUNTY ALL-HAZARD MITIGATION PLAN

**WHEREAS**, the City of Foley has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

**WHEREAS**, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

**WHEREAS**, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

**WHEREAS**, the Benton County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

**WHEREAS**, the Benton County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

**WHEREAS**, the Benton County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Benton County will maintain public participation and coordination; and

**WHEREAS**, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

**WHEREAS**, the Benton County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and


**WHEREAS**, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

**NOW THEREFORE BE IT RESOLVED** that the City of Foley supports the hazard mitigation planning effort and wishes to adopt the Benton County All-Hazard Mitigation Plan.

PASSED AND ADOPTED by the Foley City Council, this 5<sup>th</sup> day of December, 2017.

  
Gerard L. Bettendorf, Mayor

ATTEST:

  
Sarah A. Brunn, City Administrator

The City of Foley Public Works would like permission to dispose / sell the following unused items at an upcoming Public Auction at IRAY Auction Service of Foley.

- Alamo Mott Model #SHD88 Flail Mower

- (Was originally purchase new in 2005 and had been replaced this year with a new Tiger Flail Mower)

- Vicon Model CM216 Disk Mower along with pallet of Misc. Vicon parts

- (Was originally obtained from Benton County several years ago and is no longer used)

- Trac-Vac Model 865 Lawn Mower Bagger

- (Originally purchased new in 2002. Has reached end of its life cycle and will be upgraded with a new Lawn Bagger for new Toro mower purchased this past Winter)

- 1,500 Gallon Steel Water Tank

- (Was originally the water tank on a 1982 Fire Truck that was replaced in 1999 and Public Works obtained the tank at that time. Tank has been replaced with a new Poly tank)

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA  
RESOLUTION 2019 - 05

A RESOLUTION PROVIDING FOR TRANSFERS BETWEEN FUNDS

WHEREAS, in conjunction with closing the books for 2018, additional transfers need to be accomplished; and

WHEREAS, funds are proposed to be transferred to cover a cash deficit in Fund 410;

WHEREAS, funds are proposed to be transferred to close out Fund 214;

NOW THEREFORE BE IT RESOLVED that the Foley City Council hereby approves the following transfer to be incorporated into the 2018 audit report.

1. Transfer \$2,050 from General Fund (Fund 100) to 2014 Capital Improvements Fund (Fund 214).
2. Transfer \$71,000 from Water Fund (Fund 601) to Street Projects Fund (Fund 410).
3. Transfer \$71,000 from Sewer Fund (Fund 602) to Street Projects Fund (Fund 410).

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 7<sup>th</sup> day of May, 2019.

ATTEST:

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

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



# Bills List - May 7, 2019

Gross Salaries	Payroll - 4/12/19	\$	26,222.83
EFTPS	Federal Withholding	\$	4,755.13
MN Dept of Revenue	State Withholding	\$	1,008.47
State Treas. PERA	PERA	\$	4,865.85
Nationwide	Deferred Comp	\$	695.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	465.00

Gross Salaries	Payroll - 4/26/19	\$	26,716.62
EFTPS	Federal Withholding	\$	4,779.82
MN Dept of Revenue	State Withholding	\$	1,026.58
State Treas. PERA	PERA	\$	5,026.73
Nationwide	Deferred Comp	\$	695.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	465.00

## Already Paid - 5/7/19

Cloudnet	Server Fee	\$	10.00
Further	HSA Admin Fee	\$	32.30
HealthPartners	May 2019 Health Insurance	\$	6,762.00
MN Dept of Labor & Industry	2019 Quarter 1 Building Permit Surcharge	\$	153.93
MN Dept of Revenue	3/19 Sales & Use Tax Return	\$	105.00
Postmaster	Meter Postage for Utility Bills	\$	1,000.00
RevTrak	CC Processing Fee	\$	573.48

## To Be Paid - 5/7/19

Further	4/19 Employer HSA Contribution	\$	350.00
Accurate Radar Specialties	PD Radar Equip Maint	\$	60.00
Advanced Disposal	Garbage Services	\$	279.84
AllSpec Services	Building Inspection Service	\$	4,882.10
Altec	PW Equipment Maint	\$	855.80
Andrew Shaw	2018-2019 Snow Plowing Services	\$	91.00
Applied Concepts, Inc.	PD Equipment Maint	\$	60.00
Auto Value	Street, Sewer, & Fire Vehicle Maint	\$	786.30
Benton County Attorney	March 2019 Legal Fees	\$	1,413.50
Benton County Highway Dept	PD Fuel	\$	871.79
Benton County Land Services Office	2019 Assessment Agreement	\$	5,049.00
Benton County Sheriff's Office	Handgun Training-Akerson	\$	200.00
Bryan Moshier	2018-2019 Snow Plowing Services	\$	385.00
Central McGowan	PD Equipment Maint	\$	65.61
Cintas	Uniforms & Mats	\$	558.34
Coborn's	Cleaning & Office Supplies	\$	176.68
CORE Professional Services	Employment Evaluation-Akerson	\$	250.00
Crescent Electric	PW Supplies	\$	45.51
Crysteel Truck Equipment	Snow Equipment Repair	\$	579.01
Delta Dental	Employee Dental Insurance	\$	918.70
Diamond Vogel	Shop Maint	\$	243.74
Dyna Systems	Shop Supplies	\$	449.40
East Central Energy	Utilities	\$	1,089.39
Fastenal	Shop Supplies	\$	38.02
Ferguson Water Works	Curb Repair	\$	155.52
First National Bank of Omaha	Credit Card Purchases	\$	1,821.82
FleetPride	Sewer Maint	\$	251.37
Foley Fuel & Lumber	Sewer Maint	\$	190.56
Foley Hardware	Snow, Sewer, Fire Supplies	\$	50.60
Gopher State One Call	Email Tickets	\$	51.30
Granite Electronics	FD Radio Repair	\$	248.94
Hawkins	Water Chemicals	\$	5,453.81
Jim Moshier	2018-2019 Snow Plowing Services	\$	1,611.25
Kuechle Underground	2018 Dewey St, 2nd, 3rd, & Gopher Ave	\$	143,121.28
LIFE, LLC	PD EMR Refresher	\$	130.00

M&H Appliance  
 Marco  
 MarTeck  
 Midco  
 Midway Iron  
 Mimbach Fleet Supply  
 MN Fire Service Certification Board  
 MN Pollution Control Agency  
 MN Rural Water Association  
 Murphy Chevrolet  
 Mustang Signs & Graphics  
 Napa Auto Parts  
 Rick Herbrand  
 Rinke Noonan  
 Sam's Club  
 Shift Technologies  
 SEH, Inc  
 Sourcewell  
 Staples  
 Star Publications  
 Stearns DHIA Central Lab  
 Streichers  
 Surplus Services  
 Thomas Tool & Supply  
 Titan Machinery  
 US Able Life  
 Verizon Wireless  
 Wex Bank  
 Xcel Energy  
 Ziegler

Shop Equipment	\$	300.00
Copier Contract	\$	333.46
Office Supplies	\$	263.00
Phone & Internet Services	\$	698.89
Snow Equipment Repair	\$	289.25
FD Supplies	\$	59.95
Fire Fighter Exams - Howard & Rudolph	\$	460.00
2019 Water Permit Annual Fees	\$	1,450.00
2019 Membership	\$	250.00
PD Squad Repair	\$	329.97
FD Office Supplies	\$	335.00
FD Equip Repair	\$	28.78
2018-2019 Snow Plowing Services	\$	574.00
Union, Liquor, Zoning & General Legal	\$	1,702.50
Employee Memberships	\$	410.00
IT Services	\$	69.00
I&I Engineering Services	\$	511.86
Leadership Training-Brunn	\$	285.00
Office Supplies	\$	240.65
Publications	\$	320.00
Water & Sewer Testing	\$	335.00
PD Uniforms	\$	53.99
Shop Supplies	\$	40.00
PD, Water and Street Supplies	\$	469.52
2018 CIP Equipment Fund	\$	9,911.25
Employee Life Insurance	\$	184.50
Cell Phones & Park Cameras	\$	1,100.04
Fuel Purchases	\$	1,889.00
Utilities	\$	4,897.95
Snow Equip Repair	\$	63.30

***Additional To Be Paid - 5/7/19***

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**\$ 286,159.78**

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

ORDINANCE NUMBER 443

AN ORDINANCE AMENDING THE CITY OF FOLEY'S ZONING ORDINANCE  
RELATING TO HOOP/TUBULAR BUILDINGS

**WHEREAS**, the City of Foley wishes to amend its Zoning Ordinance by making revisions to Sections 4, 12, 13, 14, 15 and 16 of the Zoning Ordinance; and

**WHEREAS**, the City of Foley issued a public hearing notice regarding this ordinance amendment on *April 23, 2019*, and held said public hearing on *May 7, 2019*.

**NOW, THEREFORE**, the City of Foley ordains as follows:

**Section 1.** The following addition shall be made to Section 4 of the City of Foley's Zoning Ordinance:

**Subdivision 5: DEFINITIONS**

1. Hoop/Tubular Building: A structure composed of a rigid framework supporting a tensioned membrane, which provides the weather barrier.

**Section 2.** The following addition shall be made to Section 12, Subdivision 3, of the City of Foley's Zoning Ordinance:

**Subdivision 3: PERMITTED ACCESSORY USES**

1. Hoop/Tubular Frame Buildings as an accessory to Horticultural uses; retail sales are prohibited.

**Section 3.** The following addition shall be made to Section 13, Subdivision 3, of the City of Foley's Zoning Ordinance:

**Subdivision 3: PERMITTED ACCESSORY USES**

1. Hoop/Tubular Frame Buildings shall not be permitted as a storage building or for any other use within any residential district within the City except when they are used for gardening.
2. Hoop/tubular frame buildings are allowed with the following conditions:

- a. They are private conservatories for plants and flowers (not including the sale thereof).
- b. They are not to exceed 150 square feet in area and not higher than 8 feet in height.
- c. They must be located in the rear yard of the property.

**Section 4.** The following addition shall be made to Section 14, Subdivision 3, of the City of Foley's Zoning Ordinance:

**Subdivision 3: PERMITTED ACCESSORY USES**

1. Hoop/Tubular Frame Buildings shall not be permitted as a storage building or for any other use within any residential district within the City except when they are used for gardening.
2. Hoop/tubular frame buildings are allowed with the following conditions:
  - a. They are private conservatories for plants and flowers (not including the sale thereof).
  - b. They are not to exceed 150 square feet in area and not higher than 8 feet in height.
  - c. They must be located in the rear yard of the property.

**Section 5.** The following addition shall be made to Section 15, Subdivision 3, of the City of Foley's Zoning Ordinance:

**Subdivision 3: PERMITTED ACCESSORY USES**

1. Hoop/Tubular Frame Buildings are allowed as an accessory use when used for seasonal sales and subject to the following:
  - a. All buildings shall require a permit from the Zoning Administrator which shall be valid for 90 days. The permit may establish conditions relating to the hoop/tubular frame building, including, but not limited to, hours of operation, building size, location on the property, signage, and additional parking requirements.

**Subdivision 4: CONDITIONAL USES**

1. Hoop/Tubular Frame Buildings only when they are a part of a greenhouse for the retail sale of merchandise in connection with horticulture or landscaping uses.

**Section 6.** The following addition shall be made to Section 16, Subdivision 3, of the City of Foley's Zoning Ordinance:

**Subdivision 3: PERMITTED ACCESSORY USES**

1. Hoop/Tubular Frame Buildings are allowed as an accessory use when used for seasonal sales and subject to the following:
  - a. All buildings shall require a permit from the Zoning Administrator which shall be valid for 90 days. The permit may establish conditions relating to the hoop/tubular frame building, including, but not limited to, hours of operation, building size, location on the property, signage, and additional parking requirements.

**Subdivision 4: CONDITIONAL USES**

1. Hoop/Tubular Frame Buildings only when they are a part of a greenhouse for the retail sale of merchandise in connection with horticulture or landscaping uses.

**Section 3. Summary Publication.**

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

"ORDINANCE AMENDING SECTIONS 4, 12, 13, 14, 15 and 16 OF THE CITY OF FOLEY'S ZONING CODE.

The ordinance amendment incorporates a definition and regulations of hoop/tubular buildings.

Approved this 7<sup>th</sup> day of May, 2019.

**ATTEST:**

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

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

COPY OF  
RFP

# ***CITY OF FOLEY***

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



**RELEASED APRIL 11, 2019**

### Scope of Services

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

Households/Units. The approximate number of residential units is 652. The approximately number of commercial units is 77. All units would be served with a single hauler. A city map (**Exhibit B**) has been provided.

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

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

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

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

Billing. Billing, will be administered by the Hauler.

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

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

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

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

### **Special Collection Events**

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

### **Submission Requirements**

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

#### **Management Responsibility**

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

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

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

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

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

#### **Collection Services**

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



#### Container Management

The Hauler shall describe a plan for distribution, maintenance, and replacement of solid waste containers. The Hauler shall describe their approach to changing out containers due to resident request, service changes to a property, and damaged or defective containers.

#### Price Proposals

All responsive Haulers shall provide a completed Price Worksheet as attached in **Exhibit C**. This includes pricing per container size for solid waste and recycling collection as well as a bag or tag system. This form shall be executed by the authorized official to bind the Hauler.

#### Proposal Forms

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

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

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

#### Submitting Proposals

Proposals must be submitted by 12:00pm on May 2, 2019 to the following:

Sarah A. Brunn, Foley City Administrator  
251 4<sup>th</sup> Avenue N  
P.O. Box 709  
Foley, MN 56329  
320-968-7260  
[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)

#### Questions and Amendments to the RFP

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

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

#### Cost of Proposal Preparation and Negotiation

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

Availability of Information

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

Proposals May be Rejected in Whole or Part

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

How to Submit Proposals

RFP packets can be picked up at Foley City Hall during regular business hours, beginning April 11, 2019. All haulers must sign an acknowledgment of receipt so that the City has a record of interested haulers and can provide additional information or amendment to the RFP or proposed schedule.

Proposal shall be submitted to the City Administrator at City Hall no later than 12:00 p.m. on **May 2, 2019**, in a sealed envelope with the name of the proposing Hauler on the outside and addressed as follows:

"Solid Waste Collection Services Proposal"

City of Foley

c/o Sarah A. Brunn, City Administrator

251 4<sup>th</sup> Avenue N

P.O. Box 709

Foley, MN 56329

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

**Exhibit A**

**Preliminary Contract**

## **REFUSE COLLECTION SERVICE AGREEMENT**

This Agreement between the City of Foley, a Minnesota municipal corporation (the "City") and \_\_\_\_\_ (the "Contractor") is made July 1, 2019 ("Effective Date"). The collection of refuse under this Agreement shall be managed and disposed of in accordance with the Benton County Solid Waste Ordinance #162, as may be amended, and the Tri-County Solid Waste Management Plan.

### **RECITALS**

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

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

**WHEREAS**, the City released a Request for Proposals ("RFP") for organized collection on April 11, 2019; and

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

### **AGREEMENT**

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

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

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

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

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

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

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

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

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

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

2. **Term.** The term of this Agreement shall be from the Effective Date, to June 30, 2024. Actual collection service shall begin on July 1, 2019 and run through June 30, 2024.
3. **Incorporation of RFP Response from Contractor.** In addition to the terms of this Agreement, the City has relied on the representations from the Contractor the RFP Response. Contractor's RFP Response is part of the contractual obligations and are hereby incorporated into this Agreement. In the event that any representation by Contractor in the RFP Response conflicts with any term of this Agreement, this Agreement shall control and take precedent.
4. **Household Count.** The approximate number of Households/Residential Units as of the Effective Date is 652. The City will provide Contractor with a report of addresses for all Households in the City upon request. The City shall provide Contractor with updates to the Household addresses upon request.
5. **Commercial Unit Count.** The approximate number of Commercial Units as of the Effective Date is 77. The City will provide Contractor with a report of addresses for all Commercial Units in the City upon request. The City shall provide Contractor with updates to the commercial addresses upon request.
6. **Refuse Collection Service.** In providing said service Contractor shall:
  - (a) **Refuse Containers.** Contractor shall collect Acceptable Waste at least weekly of all Households and Commercial Units in the City of Foley that are placed in containers provided by Contractor and approved by the City.

- (b) Recycling Containers. Contractor shall collect Recyclables once every other week in single-sort containers at least 60 gallons in size or larger provided by Contractor and approved by the City Council. Recyclable collection shall occur on the same day as refuse collection.
- (c) Handling of Prohibited Waste. If Contractor determines that a Household or Commercial Unit has set out Prohibited Waste, Contractor shall:
  - i. Leave the prohibited waste in the Household's refuse container and leave a "Prohibited Waste" tag.
  - ii. Record the address and the prohibited waste.
- (d) Collection Vehicles. Contractor shall use an enclosed truck for Acceptable Waste and Recyclable pick-up service. Each vehicle shall be:
  - i. Conspicuously marked with the name and telephone number of Contractor on both sides of the vehicle.
  - ii. Equipped with a fire extinguisher, back up alarms, first aid kit, and broom and shovel for cleaning up spillage.
  - iii. Licensed, inspected, and operated in accordance with all State and local laws and regulations.
  - iv. Maintained in proper working order free of leaking fluids and in as cleanly and odor free condition as possible.
- (e) Contractor Personnel. Contractor shall ensure that its personnel providing service under this Agreement:
  - i. Wear a uniform with a name tag or identification.
  - ii. Conduct themselves in a courteous and professional manner.
  - iii. Operate collection vehicles in a safe, alert manner free from the distractions of hand-held electronic devices as required by state law, and free from the influence of drugs or alcohol.
- (f) Disposal by Contractor. Dispose of all Acceptable Waste and Recyclables at facilities where the Contractor can legally dispose of at Contractor's expense. Collection vehicles shall be weighed after completion of a route or at the end of the day, whichever occurs first. Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net wet weight. A copy of each weight slip shall be kept on file for the term of this Agreement and shall be made available for inspection upon request by the City.
- (g) Collection Day. Collect all Acceptable Waste once weekly on Fridays.
- (h) Holidays. If the regular collection date falls on a holiday, the Contractor may collect all Acceptable Waste and Recyclables on the next day. The Contractor shall, at its expense, notify the City and residents of changes in collection dates resulting from a holiday, at the beginning of every year.
- (i) Collection Times. Contractor shall not begin collections before 6:00 a.m. and shall complete collection by 6:00 p.m. For good cause, Contractor may request an exception for a specific collection day from the Public Works Director by phone or email.
- (j) Lost and Damaged Containers. Contractor will be allowed to bill residents or businesses directly for carts or dumpsters damaged by the resident or business or

carts taken without the consent of Contractor or the City. The City is not responsible for any of these costs.

- (k) Missed Collections. The Contractor shall be responsible for missed collections. If Contractor receives notice of the missed collection before noon, the missed collection shall be picked up on the same day. If Contractor receives notice after 12 p.m., Contractor shall pick up the missed collection no later than the next day. If the refuse container was not in place for collection at the time Contractor provided service, it is not a "missed collection." The Hauler shall pay the City a \$25 missed pickup fee per unit for failure to resolve the missed collection within the proper time period after notification.
- (l) Cleanup of Spilled Material. Contractor shall make its best efforts to avoid and control spillage or blowing refuse. Contractor shall immediately cleanup any refuse spilled or blown from collection vehicles during the course of collection operations.
- (m) Construction Dumpsters. This agreement does not include disposal of construction debris by dumpster. Each household/commercial unit may contact any company for this type of disposal service.
- (n) Title to Waste. Title to and liability for Prohibited Waste shall at no time pass to Contractor or the City.

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

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

- 2) Two Pickups/Week: \$< per month.
    - 3) Three Pickup/Week: \$< per month.
  - (b) **Compactors.** The rate for a 30-yard, self-contained trash compactor.
    - 1) One Pickup/Week: \$< per month.
    - 2) Two Pickups/Week: \$< per month.
    - 3) Three Pickup/Week: \$< per month.
  - (c) **Pass Through Costs.** Contractor's fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.
8. **Residential Service Costs.** The cost for residential refuse service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for additional bags or special Acceptable Waste collection.
- (a) **Refuse Fee.** All Households shall pay a fee for the Acceptable Waste collection based on the container size ("Refuse Fee"). The Refuse Fee rates are as follows:
    - i. The rate for 30-35 gallon containers shall be \$< per month.
    - ii. The rate for 60-65 gallon containers shall be \$< per month.
    - iii. The rate for 90-95 gallon containers shall be \$< per month.
    - iv. The rate for a bag or tag system shall be \$< per unit.
  - (b) **Pass Through Costs.** Contractor's fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.
9. **Billing.** The Contractor shall bill all Households and Commercial Units for the Refuse Fee, Recycling Fee, and corresponding taxes. The Contractor shall bill all other fees and charges for additional bags, special waste collection, container exchanges, or damaged carts.
10. **Customer Service.** The Contractor shall provide staffing of a local telephone number to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 4:30 p.m. on all days of collection as specified in this Agreement. Phone calls to the Contractor for any reason must be answered by a "live person" rather than a recording, or roll over to an answering machine/voice mail system to leave a message. Return calls from voice mail messages must be returned within three hours during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 10:00 a.m. the next business day. Recorded messages of the Contractor shall request a day time phone number where the caller can be reached. The Contractor may also request a daytime email address for customers.

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



telephone number is <insert contractor phone#> The Contractor shall also allow complaints to be made electronically and shall provide an email address or website link.

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

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

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

such inspection. Contractor agrees to comply with the Minnesota Government Data Practices Act regarding maintenance of data, data privacy, and data dissemination.

16. **Liability.** Nothing in this Agreement shall constitute a waiver of the City's statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Insurance secured by Contractor shall be issued by insurance companies acceptable to the City and authorized to do business in Minnesota. All required insurance shall be in effect on the Effective Date and remain continuously in effect for the term of the Agreement. Contractor shall provide the City with evidence of insurance on an ACORD Insurance Certificate. A 30-day written notice is required if the policy is cancelled. Acceptance of the insurance by the City shall in no way affect the liability of the Contractor.
- (a) **Indemnification.** Contractor agrees to indemnify, defend and hold the City of Foley harmless from any and all claims, demands, damages, costs, judgments or liabilities, including reasonable attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or non-performance by the Contractor of the requirements of this Agreement.
  - (b) **Commercial General Liability Insurance.** Contractor shall obtain and maintain commercial general liability insurance in companies satisfactory to the City, naming the City as additional insured in the sum of at least \$1,000,000 general aggregate, \$1,000,000 personal injury per occurrence, \$1,000,000 property damage per occurrence.
  - (c) **Commercial Automobile Liability Insurance.** Contractor shall obtain and maintain commercial automobile liability insurance on all owned, leased, or operated vehicles providing service under this Agreement in the sum of at least \$1,000,000.00 per accident.
  - (d) **Workers Compensation Insurance.** Contractor shall meet all statutory requirements for workers compensation insurance coverage.
  - (e) **Independent Contractor.** Nothing contained in this Agreement is intended to create or establish an employer/employee relationship or a partnership between the City and Contractor. At all times Contractor shall remain an independent contractor. Any and all personnel of Contractor shall be considered employees or subcontractors of the Contractor and not the City.
17. **Default.** Either party may declare a default if the other party has failed to comply with the terms of this Agreement, by providing the defaulting party with written notice of the specific default. The defaulting party shall have 30 days to cure such default. After service of notice of default and failure to cure such default within the period allowed, the non-defaulting party shall be released from the terms of this Agreement, and its obligations hereunder shall cease. The release of the non-defaulting party from the obligations of this Agreement shall not necessarily release the defaulting party of its obligations. Any legal action arising under this Agreement shall be venued in Benton County.

18. **Non-Assignment.** This Agreement shall not be assigned or subcontracted without written approval from the City Council and Contractor, which approval shall not be unreasonably withheld, delayed, or qualified.
19. **Amendment of Agreement.** The Agreement may only be amended in writing, approved by the City Council and signed by both the Contractor and City.

CONTRACTOR

CITY OF FOLEY

<>

\_\_\_\_\_

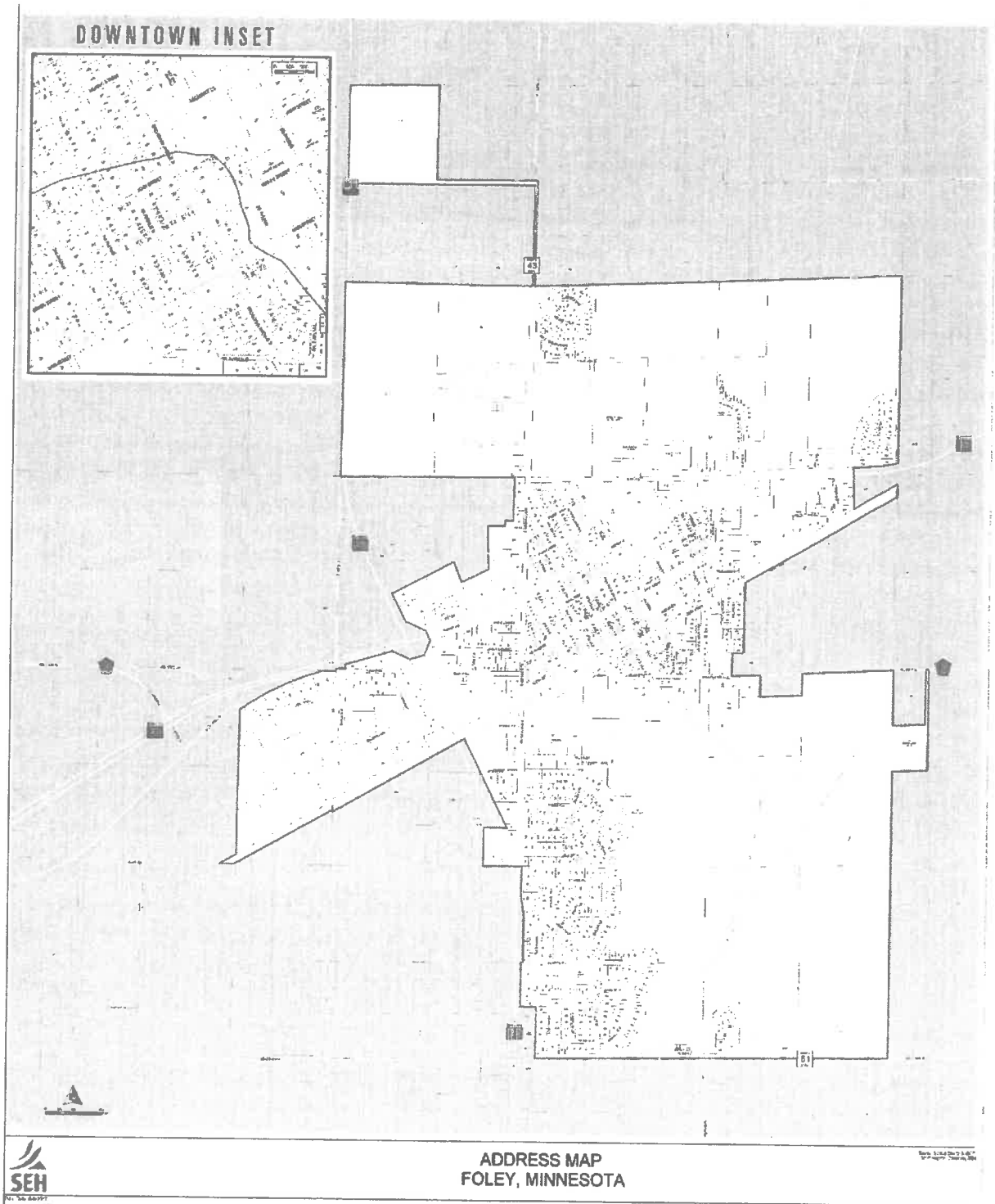
Its \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator

**Exhibit B**  
**City Map**



# **Exhibit C** **Price Worksheet**

## Hauler-Administered billing

\*price per month

	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
<b>Residential</b>			
30 gal		N/A	N/A
60 gal		N/A	N/A
90 gal		N/A	N/A
Recycling		N/A	N/A
(every other week)			
<b>Commercial</b>			
60 gal			
90 gal			
Recycling			
1 Cubic Yard			
Dumpster			
1.5 Cubic Yard			
Dumpster			
2 Cubic Yard			
Dumpster			
4 Cubic Yard			
Dumpster			
6 Cubic Yard			
Dumpster			
30 Yard Self-Contained Trash Compactor			

Residential Bag or Tag

System = \$\_\_\_\_\_ per bag or tag

## Exhibit D

### Hauler Questionnaire

#### 1. CONTACT INFORMATION

- a. Company Name: \_\_\_\_\_
- b. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Telephone: \_\_\_\_\_
- d. Contact Person: \_\_\_\_\_
  - i. Telephone: \_\_\_\_\_
  - ii. Email: \_\_\_\_\_

#### 2. BUSINESS INFORMATION

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

### CERTIFICATION

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

## Addendum

Current  
Contract Rates  
Thru 6-30-19

### Residential Rates:

Residential pickup shall be once a week.

Residential bag or tag system, price per bag: \$3.00

Residential price per extra bag: \$3.00

Residential Cart Trash system, price per 65 gallons per Month: \$9.00

Residential Cart Recycling system, price per 65 gallons per Month: \$3.00

### Commercial Rates:

<u>Container Size:</u>	<u>One Pickup/Week</u>	<u>Two Pickups/Week</u>	<u>Three Pickups/Week</u>
1 Cubic Yard	<u>\$45.10</u>	<u>\$83.75</u>	<u>\$123.65</u>
1.5 Cubic Yard	<u>\$57.95</u>	<u>\$96.60</u>	<u>\$144.90</u>
2 Cubic Yard	<u>\$64.40</u>	<u>\$115.95</u>	<u>\$170.05</u>
4 Cubic Yard	<u>\$87.60</u>	<u>\$164.90</u>	<u>\$247.30</u>
6 Cubic Yard	<u>\$115.95</u>	<u>\$216.40</u>	<u>\$324.60</u>

All residential and commercial rates do not include applicable taxes of 17 percent commercial and 9.75 percent residential.

May 2, 2019

Sarah A Brunn, Foley City Administrator  
251 4<sup>th</sup> Ave N  
PO Box 709  
Foley, MN 56329

Re: Request for Proposal for Organized Solid Waste Collection

Dear Sarah,

Thank you for the opportunity to submit this proposal.

Jim's Mille Lacs Disposal, Inc has been in business since 1954, in 1994 we purchased this business from Russ and Betsy Hill. In 1994 we had 5 trucks and 3 employees to date we now have 18 truck and 18 full time employees and 2 part time. We are a small local business that takes pride in the work that we complete each day. With the work force we have in place we have not had to delay a route due to a breakdown or absent employees, in climate weather has delayed route only twice in the 25 years we have owned this business.

We have had an exclusive contract with the City of Milaca (Tammy Pfaff, City Manager) since 1994 and the City of Onamia (Kathy McCullum, City Clerk) since November 2017. The City of Pease (Jeff Hansen, City Clerk) we have one of the licenses since 2011.

When we started with the City of Onamia, a team of 4 delivered all of the dumpsters, carts and recycle bins in one day. We consider this a very successful transition.

If we are successful in being granted this contract, we would need to place an order for carts and dumpster as soon as possible.

We would do the same delivery system in Foley as we successfully completed the City of Onamia. Before the delivering to the commercial accounts we would go to each business to introduce ourselves and see what exactly their needs would be for services.

Our office is open from 7 a.m. to 5 p.m. with 4 full time staff to help the customers with a questions or request. If any equipment is damaged or in need of replacement, we will create a work order for the work to be replaced or fixed. Our staff has the experience of implementing hundreds of new customers in a short amount of time while keeping track of what carts or dumpsters are at a specific location and the required pick up schedule for each customer.



We do have the capability of suspending the service for our customers who are snow birds or go on an extended vacation and do not need the services until they return. We do offer an incentive for residential customers who want to pay for their service for 12 months in advance then they would get credit for 13 months. This saves on postage, paper and time for our staff and customers.

Our goal for an organized collection provider is public safety, save on the wear and tear of the street in your community, help the customers save on their garbage/recycling bills and to have a coordinated working relationship with the City and its residence.

I will not be able to attend the meeting on Tuesday, May 7, 2019 however Jesse will be there to answer any of your questions.

If you have any questions regarding our proposal please contact myself, Roxanne or Jesse at 320-983-6474.

Respectfully submitted,

A handwritten signature in black ink that reads "James Gerads". The signature is written in a cursive style with a large, looped initial "J".

James Gerads

attachment

**Exhibit C**  
**Price Worksheet**

Hauler-Administered billing

\*price per month

	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
<b>Residential</b>			
30 gal	18.25	N/A	N/A
60 gal	22.75	N/A	N/A
90 gal	27.25	N/A	N/A
Recycling	—	N/A	N/A
(every other week)	yes		
<b>Commercial</b>			
60 gal	24.50	30.00	35.50
90 gal	29.00	34.00	39.00
Recycling	40.00	55.00	65.00
1 Cubic Yard Dumpster	91.50	180.50	266.50
1.5 Cubic Yard Dumpster	137.00	267.00	394.00
2 Cubic Yard Dumpster	178.00	350.00	510.00
4 Cubic Yard Dumpster	266.50	680.00	974.00
6 Cubic Yard Dumpster	487.00	943.50	1346.50
30 Yard Self-Contained Trash Compactor	\$150/ton \$250/load Trucking		
	\$300/month Rent		

Residential Bag or Tag  
System = \$ 4 per bag or tag

\* All Applicable taxes and fees are included



Advanced Disposal



May 2, 2019

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

Dear Ms. Brunn,

On behalf of Advanced Disposal Services Solid Waste Midwest, LLC ('Advanced Disposal') I thank you for the opportunity to submit a proposal for residential solid waste and recycling collection services for the City of Foley, MN ('City'). The enclosed proposal from Advanced Disposal has one overriding goal – *to provide exceptional environmental integrity, superior customer service, and measurable economic value to the City.*

We are strong stewards of the environment and work with our surrounding neighborhoods to become part of the community. We view our services as vital infrastructure needs that all cities and counties must be able to provide through public-private partnerships, contractual agreements, and the like. Through this RFP process, we look forward to fulfilling the City's scope of work.

Thank you for your consideration of Advanced Disposal's proposal response. Please see the following pages that address your requirements and present details on Advanced Disposal's company profile and sound solutions.

We are very excited for this opportunity and to continue a beneficial, long-term working relationship with you. If you have any questions regarding our proposal, please do not hesitate to contact me at 708-774-2586

Sincerely,

Robert F. Pfister  
Municipal Marketing Manager



**Advanced Disposal**



## **Company Profile**

Advanced Disposal Services, Inc. and its subsidiaries, is the fourth largest environmental services company in the U.S. We are a full-service, vertically integrated waste management company, providing non-hazardous solid waste collection, recycling and landfill disposal solutions to commercial, industrial, municipal and residential customers throughout 16 states and the Bahamas. We pride ourselves on our strong partnerships built through collaboration between our employees and the customers we serve. And we have a strong commitment to personalized, friendly customer service and are strongly committed to a foundation of operating excellence that begins at the local level.

## **Our Operations**

We operate 91 collection facilities, 73 transfer stations, 40 MSW and C&D landfills, 22 material recycling facilities and 16 landfill gas-to-energy facilities. Our operations are focused in 16 states including: Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Missouri, North Carolina, Pennsylvania, South Carolina, Tennessee, Wisconsin and the Bahamas.

Today, through the dedication of more than 5,700 employees, Advanced Disposal has a fleet of more than 3,200 vehicles running routes on a daily basis. We service more than 2.8 million residential customers including more than 800 exclusive Village and county contracts.

## **Community Commitment**

No one understands the needs of a community better than those who live and work in it. Our philosophy of decentralized operations allows our local teams to give back to their communities in ways that best meet the needs of their communities. This location-specific approach to good corporate citizenship results in an array of outreach programs, contributions and support that serve and benefit thousands of people across the Advanced Disposal footprint. It is our goal to hire within the communities we serve and locally purchase supplies, equipment and fuel. We don't just sign a contract with a Village, county or municipality...*we become a part of the community.*

## **Forward Thinking**

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

We approach all of our operations with a keen eye on safety and environmental care. Our landfills are built with state-of-the-art engineering designs and materials. We use extreme caution when constructing these sites to ensure the integrity of the design and materials are maintained. Daily operations are just as important as construction.



**Advanced Disposal**



Advanced Disposal uses only state certified, experienced equipment operators and a certified landfill operator is always on site when the facilities are accepting waste. We fully comply with all local, state and federal regulations, and our sites are inspected annually at a minimum. With 39 landfills to maintain, operate and potentially expand, we will always remain vigilant to the protection of our natural environment while providing an integral infrastructure asset for the safe and healthy disposal of the community's waste.

Environmental compliance is equally important in our collection operations. Advanced Disposal operates a fleet of more than 3,200 trucks that must be operated and maintained in an environmentally sound manner. Advanced Disposal follows all local, state and federal regulations in regards to its operating fleet. The trucks are maintained nightly with rotating schedules to make sure all parts of the truck are operating in a safe and proper way. Only approved fuels are used including alternative fuels such as compressed natural gas (CNG). Currently about twelve percent of our fleet runs on CNG, and we are always looking for opportunities to grow that number. All waste generated in the maintenance of our fleet are disposed of in a proper manner with the necessary documentation of proper disposal.

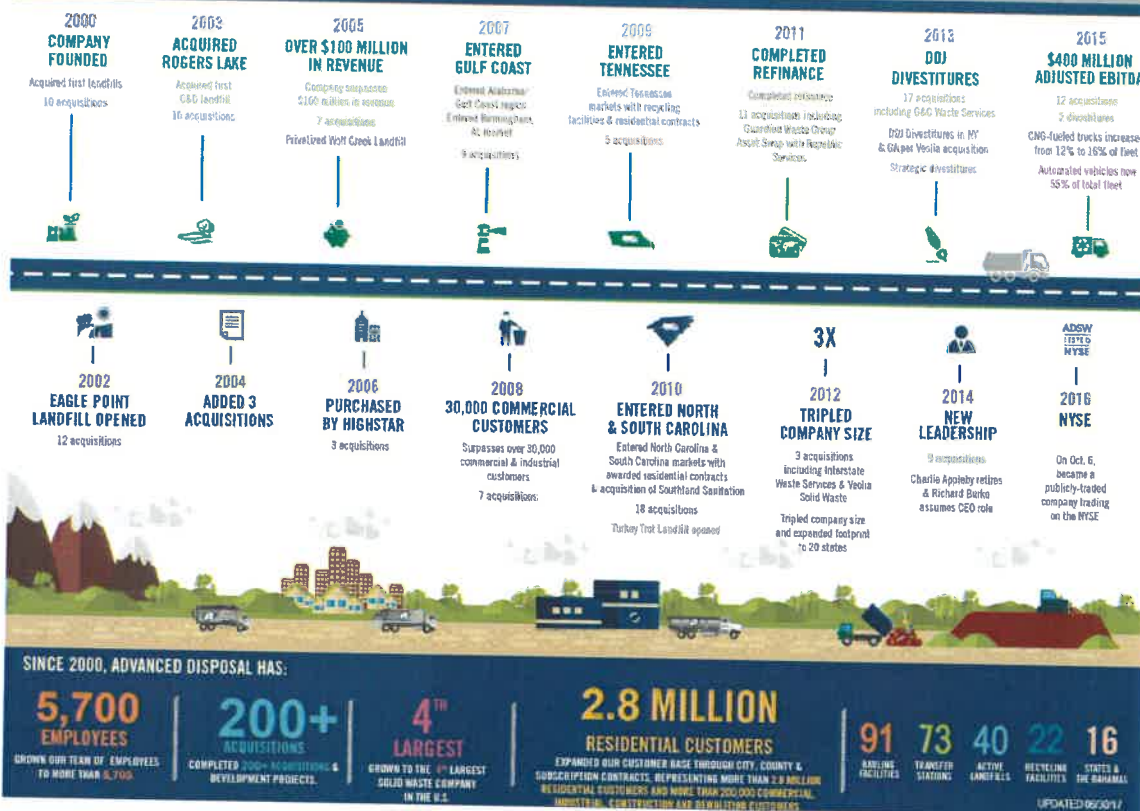
In a business where the end results are clean and safe communities, Advanced Disposal takes its environmental stewardship responsibilities very seriously. Our employees, our neighbors and our families live in the communities we service. We believe it is our primary job to ensure that these communities are clean, safe and healthy for many years to come.



**Advanced Disposal**



## KEY MILESTONES



## Financial Stability and Strength

### ADSW Recent Financial Milestones:

- Advanced Disposal (NYSE: ADSW) achieved a transformational milestone in 2016, with the completion of our initial public offering (IPO) in October. The IPO raised over \$375 million of net proceeds, which were used to repay debt.
- Following the IPO, we received credit rating upgrades from both Standard & Poor's and Moody's and refinanced our debt at attractive rates.
- We are the fourth largest company in our industry in North America
- We've grown annual adjusted EBITDA, the core measure of earnings in the solid waste industry, from \$361M in 2013 to \$411M in 2016.
- We achieved all-time records in 2016 for adjusted EBITDA and adjusted EBITDA margins.





**Advanced Disposal**



- Our adjusted free cash flow (essentially cash generated from operations less capital expenditures) was \$124 million for the 12 months ended June 30, 2017
- We have a \$300M credit facility through 2021 that provides for same-day access to large amounts of cash.
- Overall, we have strong earnings, strong free cash flow and significant liquidity with access to some of the highest AM-Best rated surety providers.
- We completed a secondary public offering in May and raised over \$365M in net proceeds for the selling shareholders. The price per share received was 19% higher than the IPO price only seven months prior, highlighting the investment community's continued confidence in Advanced Disposal.
- Our strong business model is based on our financial discipline, our strategic network of vertically-integrated disposal assets, our stability through long-term contracts, including over 800 municipal contracts, and our proven growth through acquisitions and new contract wins.

#### **What This Means for the City of Foley, MN:**

Advanced Disposal implemented a number of positive, transformational changes in 2017 that will benefit our customers in 2018, and in the years to come. We have spurred growth by employing a diverse business model, which involves a combination of adding important new contract wins and strategic acquisitions. These efforts, as well as our commitments to partnering with the communities we serve to provide quality service, built upon an unwavering focus on safety, makes Advanced Disposal the preferred choice to provide your community with solid waste collection, transfer, recycling and disposal services.

#### **Local Office:**

The City of Foley is currently serviced out of our St Cloud hauling facility. The address of the facility is:

Advanced Disposal - St Cloud  
2355 12<sup>th</sup> Street SE  
St Cloud, MN 56304  
Phone: 320-251-8919

We operate other locations throughout Minnesota including St Paul and Rochester.



In addition to the service asked for in the RFP, Advanced Disposal is offering value added items which we believe no one else can offer. The highlights of our RFP response are:

Advanced Disposal is clearly the best choice for the City because:

- We are a local company that employs local residents.
- We have the power of a large corporation behind us. This means that if needed, we can deploy help from our other divisions to assist in a major clean up.
- We also provide services to Monticello MN, St. Michael MN, South Haven, MN, and Clearwater, MN as well as many subscription customers in the surrounding areas out of our St Cloud hauling location. Our years of experience in servicing these communities have given us the professional experience for providing excellent service the residents and their communities.
- Our drivers are DOT certified, professional drivers that are provided with an on-going safety and customer service development training plan.
- Our drivers and routes are supervised by experienced managers to ensure that your community is being serviced in the most efficient way with safety always a priority.
- Right-Hand Routing – unlike some of our competitors, Advanced Disposal prohibits our drivers from operating vehicles against traffic flow or weaving from one side of the street to another which increases the likelihood of an accident or injury.
- Advanced Disposal is offering to send blast calls (a telephone message to affected residents) in the event of a delay in service collection of one day due to severe weather or other unforeseen event.

Advanced Disposal Services Solid Waste Midwest, LLC. (Advanced Disposal) has read and understands the specifications in preparation for our RFP response for the City of Foley

Advanced Disposal is particularly well suited to provide the residential refuse and recycling collection to Foley. The trucks and equipment that will be used for the refuse and recycling collection in the City will be housed and dispatched out of our St Cloud facility. The facility is home to our local management, and administrative offices, full service equipment repair and preventive maintenance bays, parts storage and offers sufficient outside storage to service the vehicle fleet and containers. The close proximity of our location to the City means that in the event of a breakdown, where the truck is inoperable, Advanced Disposal can have a replacement vehicle in place in a maximum of three hours. In addition to this facility, *Advanced Disposal has set up a comprehensive internal network of hauling locations, transfer stations and disposal facilities to ensure long-term, cost effective, environmentally responsible collection, processing and disposal services for our municipal customers.*

Advanced Disposal currently provides exemplary collection service to the municipalities we serve and better than any other provider in our field. Service to the residents is the most important aspect of collection. To that end, Advanced Disposal is extremely customer service oriented. As an example, when the City of Wilmette was hit with violent storms, Advanced Disposal responded with full force to their request for extraordinary service to clean-up the massive storm damage





Advanced Disposal



throughout the City. Advanced Disposal was able to call in trucks from all over the Chicagoland area as well as from out of state to provide the service required. This type of service and mobilization response is not possible from a smaller independent hauler. Advanced Disposal has proven that we can and will be available when the City calls on us for service.

#### Commitment

Advanced Disposal is committed to providing the City with a comprehensive solid waste management program that satisfies the collection for all the citizens. Achieving this goal requires continued commitment from every level of our organization. This commitment begins with our Market Area Manager, Jim Smith, who must inspire and instill this commitment in the drivers and helpers performing the work on the street every day. Communication and education are the keys to energizing employees and the community to take action and do their part to improve the quality of life for all citizens of the City.

Advanced Disposal appreciates the responsibility that comes with being able to service the City contract, from both an environmental stewardship as well as customer expectation perspective.

Advanced Disposal has grown significantly over the last several years through municipal contracts, organic growth and acquisitions. We pride ourselves on our ability to identify and hire the right people to get the job done. If we are successful in retaining the City's residential solid waste and recycling collection business, we will ensure that we commit the appropriate resources to ensure a high level of customer service throughout the entire contract.

#### Included No Cost Website Access and Links

Advanced Disposal operates a comprehensive web site: [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com), which provides information about the refuse and recycling programs in each of the Metro area municipalities we serve. Upon award of the contract, Advanced Disposal will immediately update the website to include the new service options in the City. In addition, we will have this site linked with the City's website, if requested, in order to provide residents the easiest access to the site and program information. Advanced Disposal maintains the site and the information contained in it, so there is no burden placed on the City to keep the site current and up to date. We do all of that for you.

Please feel free to browse our website to get an idea of just how easy it is for your residents to access information and have questions answered without having to call the City offices.

Advanced Disposal understands all of the requirements for providing refuse, recycling and yard waste service to the City with respect to the specifications contained in this RFP. Advanced Disposal has extensive experience in providing the type of service required in this RFP. Advanced Disposal currently has all of the vehicles and carts on hand, staff trained and ready to continue providing refuse and recycling collection service to the residents of the City on day one of the contract with no service interruptions.



Advanced Disposal



## Residential Program

### Refuse and Recycling Collection

Advanced Disposal will provide weekly refuse collection as specified in the RFP. Advanced Disposal currently has the trucks, men, routing in place to provide this service. We will continue the current Friday collection schedule. Advanced Disposal will be using two vehicles for refuse collection. This has an advantage for the City in that if one of the refuse collection vehicles should break down, we have a vehicle already in the City that can continue collection and finish the collection on time. **Please make sure that the other responders are using this two truck system for refuse collection.** Advanced Disposal will also continue to provide bi-weekly recycling collection as specified in the RFP. As with refuse collection, we will continue the current Friday collection schedule. Advanced Disposal will be using two vehicles for recycling collection. This has an advantage for the City in that if one of the recycling collection vehicles should break down, we have a vehicle already in the City that can continue collection and finish the collection on time. **Please make sure that the other responders are using this two truck system for recycling collection.** We have determined the most efficient routing scheme possible to keep the truck traffic on the streets to as little as possible. If the City wishes a change to the current routing system, it can easily be worked out with the City input. Recyclables will be collected commingled and taken to a processing facility for end market preparation. During this contract, Advanced Disposal will collect an unlimited amount of properly prepared recyclables using the recycling carts. Advanced Disposal will work with the City to expand this list acceptable recyclables periodically as markets allow.

### Management Responsibilities

Advanced Disposal has many successful working relationships with municipalities throughout Minnesota. These municipalities include: Monticello, St Michael, Clearwater, South Haven, Marine on St Croix, St Paul, Eyota, Lanesboro, Oronoco, St Charles, and Zumbrota.

Advanced Disposal uses two vehicles each to collect the refuse and recycling in Foley. By using two vehicles we reduce the wear and tear on the streets by reducing the weight of the vehicles during collection. It is anticipated that the other responders will use one vehicle to collect refuse and one vehicle to collect recycling. The use of just one vehicle will double the weight on the truck compared to Advanced Disposal thus increasing the wear and tear on the city streets.

The use of four collection vehicles, allows Advanced Disposal to deal with absent employees very favorably. Advanced Disposal has swing drivers available to take the place of absent drivers whether it be for sickness, vacation or personal days. The swing driver can replace the regular driver allowing a full complement of personnel. Advanced Disposal has an Advantage as we will still have three regular drivers who can assist the swing driver to make sure all collections are completed and no streets are missed.

Advanced Disposal, under the leadership of Jim Smith has demonstrated to the City our commitment to correcting problems immediately so they do not become recurring. We have a number of people available to respond to any request the City might have and we believe the City staff is familiar with those individuals. They are Jim Smith, Wes Dreher, Dave Pikkaraine, and Bob Pfister.



Advanced Disposal



### Collection from City Facilities

Advanced Disposal will provide at no additional cost to the City, recycling services to all municipal owned facilities as specified in the RFP.

### Special Collection Event

As outlined in the specifications, Advanced Disposal will provide a special collection event during the fall of each year of the contract. Advanced Disposal has the history and experience of providing this event will ensure that an adequate number of vehicles are deployed to accomplish the collection in a single Saturday with no items left for collection the following week.

In addition to the fall collection event Advanced Disposal partners with the Boy Scouts for a spring collection event. Advanced Disposal will continue this practice each spring of the contract. **This is a value added service over and above will be provided by our competition.**

### Commercial Program

Advanced Disposal currently provides commercial collection to the 77 commercial accounts located in Foley. We have all of the containers in place currently so there is no need to risk a rocky transition to a new hauler. We have built relationships with those commercial customers and have become familiar with the needs of each individual account. As their service needs change, Advanced Disposal is ready and able to increase or decrease service as appropriate. As you can see from our customer service program outlined later in this narrative, Advanced Disposal can provide superior service to these commercial accounts.

### Contractor Qualifications

#### Experience

If requested, Advanced Disposal can provide a list of municipal references as part of our proposal that confirms that Advanced Disposal has adequate experience to provide the residential refuse, recycling and yard waste collection for the City. Please feel free to contact any of these references for a testimony of the type of service the City can expect from Advanced Disposal.

#### Adequate Finances

Upon request, we can provide a copy of our latest financial data for your review.

#### Adequate Rolling Stock

Advanced Disposal has a more than adequate fleet of collection vehicles to provide the required service to the City. We can provide a current equipment inventory list for our St Cloud hauling facility for your review upon request.



Advanced Disposal



### Qualifications of Personnel

The following is a list of key management personnel who will be responsible for all aspects related to the performance under the agreement with the City. In addition to the names of the individuals, we have provided relevant experience and a synopsis of their role and responsibilities as it relates to this contract. We have also provided an organizational chart showing the reporting structure of each of the key individuals. You will quickly see that the key individuals who will be managing this contract have extensive industry experience and backgrounds, making Advanced Disposal the best choice to provide refuse and recycling collection services to Foley residents.

**Jim Smith, Market Area Manager**, has the ultimate responsibility for the management of the City residential contract. Jim is the Market Area Manager of the Minnesota hauling and transfer station divisions and is responsible for the management and performance of the operations. Jim has demonstrated his commitment to residents by working proactively with municipal officials to ensure that residents receive top quality service. Jim has been in the industry for over 34 years working with municipalities, county governments and homeowner's associations.

**Wes Dreher, Site Manager** for the St Cloud hauling division, has the responsibility for ensuring that the day to day operations of the division are carried out. Wes would be the primary point of contact for the City for all informational requests, customer issues or general inquiries. Wes is also responsible for making sure that the division is staffed correctly so as to ensure that all of the services required by the City residential contract are carried out. Wes has been in this position for the past year and has 26 years of industry experience.

**David Pikkaraine, Residential Route Manager** manages the City drivers. David has been in his position for 13 years. David works closely with our customer service team and drivers to ensure that the residents of Foley receive the highest quality of service. One of the primary responsibilities of the route manager is ensuring that our drivers perform their duties in the safest manner possible. There is nothing more important to Advanced Disposal than the safety of our drivers, customers and the public.

**Ed Rundle, Customer Care Center Manager**, is new to the Advanced Disposal team. Ed's background includes over 20 years of call center experience and over 35 years in the customer service industry. Ed is committed to hiring, training and managing all levels of call center employees to ensure that they provide the best experience possible for our customers.

**Bob Pfister, Municipal Marketing Manager**, is responsible for the overall management of the municipal contracts that Advanced Disposal has throughout Minnesota. Bob works closely with our municipalities when it comes to information requests and contract variations. Bob is also the primary liaison between the City officials and Advanced Disposal. Bob's commitment to quickly and thoroughly resolving issues that may arise can be summarized in his often used phrase, "1 (800) CALL-BOB". In other words, if the City needs anything, City officials can feel confident calling or emailing Bob to get the job done. Bob has been in this position for the past 15 years and has over 39 years of industry experience. Bob truly loves working with municipalities and it shows.

Our St Cloud division team is very experienced with over 75 years in the solid waste & recycling industry. This experience, coupled with our knowledge of the City service needs and expectations, is a combination that we feel cannot be matched by any other service provider.





## Implementation & Transition Plan

We understand that a collection program change can potentially become a problem if not instituted correctly. Because Advanced Disposal currently services the City there is no need for a transition when Advanced Disposal is awarded the new contract. Communication is of the utmost importance during this time.

## Communication Pieces

Upon award of the contract, Advanced Disposal will work with the City to develop communication pieces designed to inform the residents of any program change and to **provide recycling education**. We have included copies of communication pieces we have used in other municipal contracts that may be of interest to the City.

## Safety & Training Programs

Advanced Disposal has a number of comprehensive safety programs in place at our St. Paul facility to ensure that the employees we use to service the City are well trained and perform their duties in the safest manner possible. There is nothing more important to Advanced Disposal than the safety of our employees, our customers and the public. It is clearly summed up in our motto; "Service First, Safety Always". A list of some of these programs is provided below.

### 1. *Pre-employment Screening Policy*

All potential new employees are put through a thorough screening process to ensure Advanced Disposal is hiring the best possible candidates for a job. The pre-employment screening, among other things, includes a background check, physical examination/functional evaluation, drug and alcohol screening and caliper/DPAS evaluation.

### 2. *New Hire Training Policy*

This is a comprehensive training program that Advanced Disposal has instituted to ensure that the drivers of our vehicles receive the proper training for the job they will be performing and the vehicle they will be driving. The three week program encompasses both classroom and behind the wheel training with the opportunity for the new hire to interact with an experienced trainer.

### 3. *Driver Qualification Policy*

The purpose of this program is to ensure that all employees who operate commercial motor vehicles know their responsibilities and take them seriously, including the requirements to comply with Federal Motor Safety regulations pertaining to safe operating practices and other requirements related to inspection and reporting.

### 4. *Alcohol & Substance Abuse Policy*

The purpose of this program is to establish uniform procedures in compliance with all applicable laws and regulations to ensure that Advanced Disposal will have a safe, productive, drug and alcohol free workplace.



5. *Personal Protective Equipment Policy*

Advanced Disposal has developed a Personal Protective Equipment Program in order to minimize exposure to a variety of hazards that can cause injury.

6. *Accident & Injury Repeater Policy*

This policy establishes a consistent, progressive and systematic mechanism to correct the unsafe behaviors that result in accidents, injuries and losses; or to remove those individuals who demonstrate repeated unsafe behavior from the workforce.

7. *Driver/Operator Distraction Policy*

All employees are prohibited from the unauthorized use of cell phones and communication devices while operating company vehicles or equipment. Smoking, eating, drinking, loud music or using devices with earphones are also prohibited while operating company vehicles or equipment.

8. *Seatbelt Use Policy*

For safety reasons, Advanced Disposal requires that all employees operating, or riding in, a company owned, leased or rented vehicle that is equipped with seatbelts, wear seatbelts while the vehicle is in motion.

9. *I Care Policy*

The purpose of this policy is to observe and evaluate an employee's performance during a normal workday. Management will conduct random, unannounced observations of employees rating their work skills, personal safety, service standards and vehicle/equipment condition. The results of these observations will help management assess, address and correct any safety concerns.

10. *Safety Always – 10 Primary Safety Rules Policy*

This policy is in place to ensure all employees follow prescribed guidelines and generally accepted safe practices, that when not followed may be a contributing cause to accidents causing serious injury or death:

- a) Safety Devices
- b) Container Safety Latches
- c) Snaking/Zig-Zagging/Crisscrossing



- d) Vehicle Backing
- e) Secure vehicle and equipment safely
- f) Seat belts
- g) Speed limits
- h) Dual drive (right side) secondary position vehicles
- i) Disposal/recycling/transfer station rules
- j) Certain accidents

#### 11. *DriveCam*

DriveCam is a fleet safety program designed to reduce unsafe driving behaviors and improve fleet performance with video-based coaching using an in-cab camera.

##### *The Use of DriveCam*

The effective use of DriveCam gives management and employees the ability to capture and review bad driving habits. These coaching sessions enable the employees with an ability to recognize, correct and improve before the risky habits lead to an accident. Certain repeated activities are known to be more likely to cause an accident before others. Moreover, risky driving statistics prove that drivers, who are consistently inattentive, follow too close, fail to look far enough ahead or don't leave themselves an out, are several times more likely to be involved in an auto accident than drivers without these habits.

In many cases, DriveCam enables self-coaching by the employee while in the cab. This is evident in events reviewed where the driver is involved in a risky maneuver and apologizes to the camera after the event takes place. This extremely effective by-product helps to retrain drivers' habits that could hurt them or others.

Management has a responsibility to their employees, the public and the company to make sure that known risky driving activities stop. If management does not address known risky activity, they have failed the employees, public and company. If an employee is unresponsive to continued coaching, management has an obligation to stop the activity before something tragic occurs.

##### *The Need for DriveCam*

To ensure adherence with the company's policies and safe work procedures, the waste industry has commonly used employee observations. While these observations are effective and must remain a part of our daily management, they can be subjective and difficult to measure. DriveCam offers metrics that are easy to apply to several different driving situations.

A driver who has difficulty maintaining four seconds of following distance may be misjudged on an ICARE. Where DriveCam has the ability to define to a 1/4 of a second how much following distance is between the vehicle ahead and our driver. This is just one simple instance where the DriveCam gives us a solid metric to measure performance.



**Advanced Disposal**



DriveCam also allows the local management to capture more information out in the field than the traditional ICARE. In several instances we find our employees performing well and reacting

to prevent accidents and near misses caused by poor drivers out on the road. with this information we are able to recognize the driver for outstanding performance, where this would not have been feasible previously. with the driver's permission, we are able to present his or her exemplary performance in safety meetings to increase awareness around specific situations, effectively promoting prevention of accidents through awareness.

Additionally, DriveCam has the ability to capture events which may exonerate drivers accused of causing accidents on the road. In several instances across the company, our DriveCam footage has given us the ability to deny and uphold the driver's innocence in collisions and damage without DriveCam, the ability to fortify the employee and deny a claim is degraded.

#### *Achievements Using DriveCam*

Many divisions across the company have achieved outstanding results the last two years. Much of this success can be credited to the appropriate deployment of the DriveCam program. An orderly approach to the program has led many divisions to see accident frequencies and reduced claims costs never seen previously. Major decreases in accidents have also decreased the amount of dollars spent on claims. This has increased the stability of the local division and afforded them the ability to be more competitive, thus ensuring jobs during these difficult economic times.

#### *Maintenance Programs*

Advanced Disposal has a number comprehensive maintenance programs in place at our St. Paul Division to ensure that the collection vehicles we use to service the City are well maintained, safe and dependable. A brief summary of some of these programs is provided below:

##### *1. Tire program, mounting & dismounting*

This maintenance program is in place to ensure that the tires are put on and taken off the truck safely and properly. This program is aimed at eliminating the possibility of injuries while changing tires.

##### *2. Torque & Re-torque program*

This program is in place to ensure that the lug nuts used to keep the tires on the truck do not work themselves loose while the truck is on the road. This is a very important maintenance and safety program because if wheels are not re-torqued 24 hours after they are put on, there is a possibility that the lug nuts could work themselves loose and the wheel could come off the truck while moving. The Re-Torque program is also followed throughout our routine PM program, done during every PM.

##### *3. Wheel Stud & Nut replacement program*





**Advanced Disposal**



This program is in place to ensure that the wheel studs and nuts used to secure the wheel to the truck are periodically replaced. This is necessary because over time studs can become stretched and nuts can become stripped, therefore creating a safety hazard.

4. *RTA, our full maintenance tracking program*

This program is our computerized record tracking program used for scheduling our PM's and preventive maintenance for all of our vehicles and equipment. Each of our vehicles receives preventative maintenance at scheduled intervals based on the number of hours each vehicle has operated.

5. *Brake S.O.P.*

This program is in place to ensure that the brakes on all of our vehicles are fully functional at all times. This program is especially important to the residential collection vehicles due to the number of stops each makes daily.

6. *Multi-Seal program, eliminating flat tires while on route*

This program is in place to reduce the downtime of our collection vehicle due to flat tires that may be caused by the frequent trips into landfills to dump. Advanced Disposal uses a multi-seal inside each tire that seals leaks, thus preventing the need to change the tire. This translates to less route downtime and therefore ensuring more predictable timely route collection.

7. *Parker Hydraulic Hose program*

This program is in place and is aimed at reducing and eliminating blown hydraulic hoses and leaks that may occur on the residential routes.

8. *Fleet Replacement Program*

The fleet replacement program is a measure we follow to ensure our fleet is as new as possible. We follow a schedule for each line of business.

9. *TMC (Technology & Maintenance Council)*

Our Advanced Disposal Maintenance Managers are members of the Technology & Maintenance Council (TMC). The TMC test new and current products to ensure safety and productivity, and establish recommended best practices. The TMC also utilizes the maintenance on a fleet vehicle to establish a more effective and safer means of performing repairs and maintenance.

## Customer Service Plan

### Providing Extraordinary Customer Satisfaction Daily

#### *Overview*

At Advanced Disposal, outstanding customer service is a company-wide commitment, and is our priority for the successful maintenance of the City's solid waste program. Advanced Disposal's management and operational support teams have over 100 years of experience serving both residential and commercial clients in the solid waste industry. Our success exceeding the



**Advanced Disposal**



expectations of our municipal customers is evident by numerous unsolicited letters of thanks and appreciation we receive on a regular basis.

Advanced Disposal is committed to providing the high quality customer care that is expected by the City. Our trained Customer Care representatives are very familiar with requests posed by municipal customers. The ability to communicate with residents clearly, concisely and provide accurate information is an integral part of providing excellent service. To this end, Advanced Disposal has developed our *Customer Care Program* to ensure that we close the loop on all requests or issues.

Part of providing great customer service is educating residents on the rules, regulations and obligations of the customer and contractor alike. Collection guidelines specific to the City's program will be accessible 24/7 on our website at [www.advanceddisposal.com](http://www.advanceddisposal.com). Advanced Disposal has an extensive public education program including cart hangers, no pick-up stickers and flyers to ensure adequate education and communication is achieved for all customers. (See Tab 3D for more detailed public education information)

**Our Garbage  
Guidelines are  
available to  
our customers  
24/7.**

#### **Good Community**

**Partner**

**Timely**

**Clean**

**Courteous**

**Excellent & Clean**

#### **What Is Most Important: Your Citizens are Our Customers**

At Advanced Disposal, we take great pride in the work we do and we strive to provide professional, dependable, efficient services. Our people make the difference – as demonstrated in our *Trashtimonial* videos that are available on our website: [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com). Our customers describe us as “a good community partner,” “timely,” “clean,” “courteous,” and “excellent.” Advanced Disposal promises to continue earning these accolades with every contract awarded.

#### *Customer Service Procedures*

- **Communication:** A full-time, dedicated Route Supervisor communicates daily with City representatives doing whatever is necessary to provide consistently outstanding service for the City and its citizens.
- **Experience:** Experienced, SAFE, CDL licensed drivers and helpers are well trained to effectively and efficiently provide exceptional service for the City and its citizens.
- **Accountability:** Frequent, personal contact between the Advanced Disposal Supervisor and designated City representative will ensure accountability and responsibility.
- **Access:** You will have emergency and after hour phone numbers to reach an Advanced Disposal Supervisor at any time including holidays, weekends, and late night.
- **Interaction:** A full-time, live dispatcher and customer service representative is available between the hours of 8:00am and 5:00pm Monday through Friday to handle all calls. A



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professional answering service accepts and directs any non-emergency calls after normal hours of operation.

- *Community Partner:* We give back to the communities we serve.

#### *Complaint Resolution*

- Most complaints or inquiries are resolved the same day – all are resolved no later than noon the day after the call is received (excluding property damage resolution that may take longer due to the nature of the problem). Your Advanced Disposal Route Supervisor makes daily calls to the Advanced Disposal dispatcher as well as the City to address any complaints or issues prior to leaving the City for the day.
- Municipal Marketing Managers Bob Pfister will be the City's primary liaison, responsible for establishing and maintaining upper level management communication with City staff to resolve any outstanding or ongoing issues, strategize regarding ordinance changes or suggestions and negotiate contract issues.

#### *Customer Care Management Business System*

Trux™ is a web-based operational and financial management tool. All operational information is loaded into the database, providing instant access to routing, work orders, dispatch, scheduling, and billing information. The TRUX™ system ensures our drivers, dispatch, and management knows when an issue demands immediate attention. The database also allows our team to review trends and help identify routes, drivers or locations that may have issues that may require corrective action to achieve better service delivery.

#### *Prevention & Recovery*

Proactive Customer Service- Advanced Disposal strives for zero customer service issues as its standard and trains all personnel on the necessary processes required to ensure execution and the best possible outcomes. Monitoring is the key for an efficient recovery system and the Trux™ system plays a vital role in the capture, monitoring, and resolution of service issues. Once reported, our standardized response plan helps identify the next steps in the resolution process and ensures uniform response in a timely manner. The 'Customer Issue' is opened in the system and will remain 'open' until resolved.

Advanced Disposal is highly committed to excellence in customer care and striving to deliver a seamless customer experience through personalized and efficient service. Our teams, starting with our drivers, supervisors, and operations managers communicate constantly; prior to, during, and after the completion of their routes to ensure that the service standards are being adhered to, thus delivering a great customer experience.

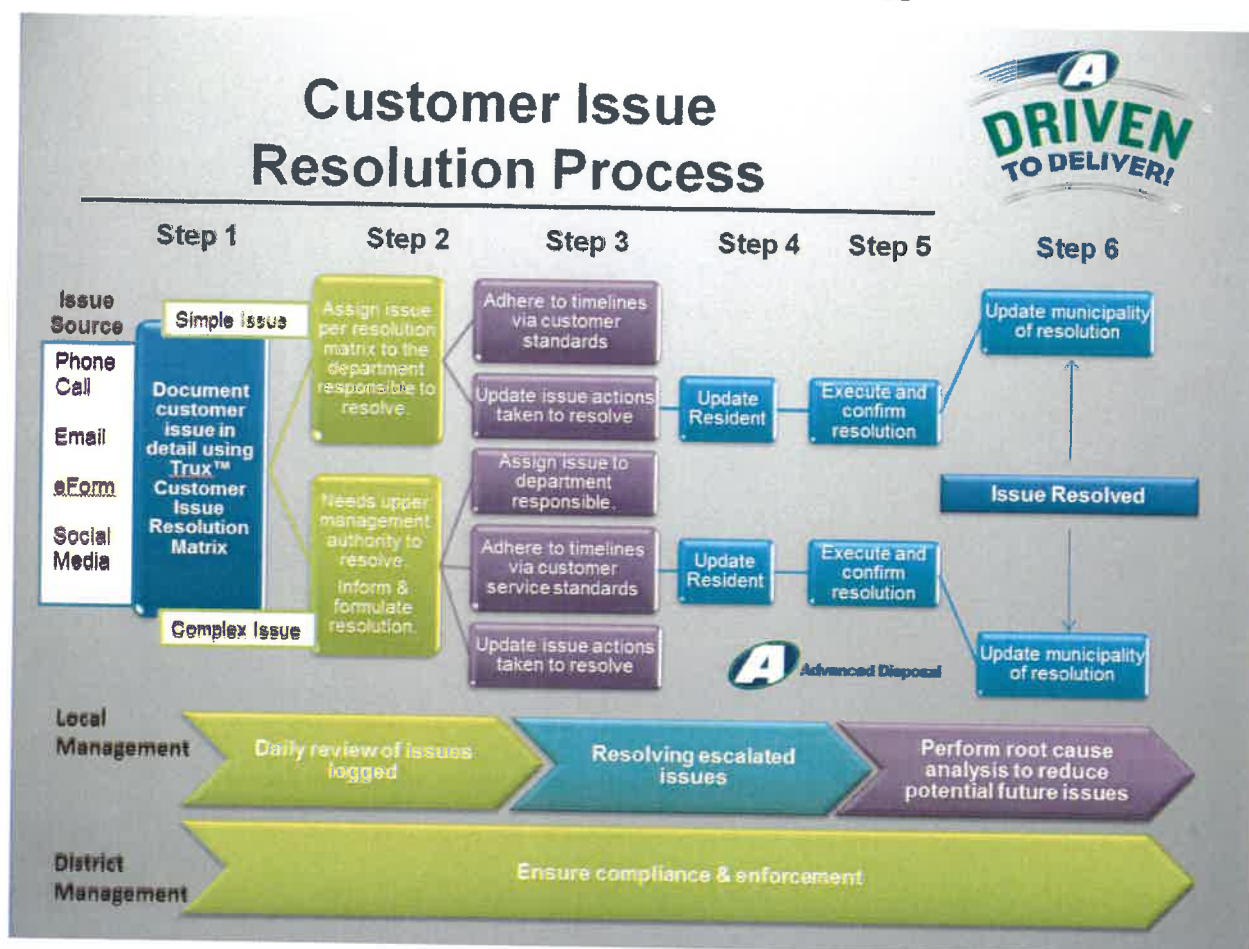
Our operations team monitors several sources to confirm that service is being delivered and meeting the requirements specified in the agreement. Sources include but are not limited to; driver reports, vehicle technology applications, customer care, and social media channels (via our marketing team). Ongoing supervisory monitoring occurs at the local, district, and regional levels with individual responsibilities and redundant processes in place to ensure service standards are being met and issues are quickly and efficiently addressed.





### Customer Issue Resolution Process

Advanced Disposal has developed a formal customer six-step customer resolution process to address issues quickly and efficiently (please see chart on the following page). In addition to our resolution process, our operations team also allocates time and resources to address any urgent and/or critical needs that may arise (back-up vehicles, second shift team availability, mutual-aid arrangements with other Advanced Disposal district and region facilities, etc.). During both issue resolution processes, local management reviews issues logged daily, resolves escalated issues, and performs a root cause analysis to reduce potential future incidents. District management ensures compliance/enforcement of the resolution process and resource support to the local teams.



### Customer Issue Resolution

1. Customer Care documents the customer issue in detail (as well as the source) using Trux™ Customer Issue Resolution Matrix.
2. Assign issue per resolution matrix to the department responsible to resolve.



3. Adhere to timelines via the City's service standards and document/update Trux™ with the issue actions taken to resolve.
4. Update the resident with the resolution action plan.
5. Department executes the action plan and customer care confirms it has been resolved.
6. Advanced Disposal provides monthly reports to the City detailing all customer issues, requests, and resolution completion data (Please see sample monthly report on the following page).

### *Customer Care Responsiveness*

There will be dedicated call center staff accessible via a local telephone number that will be advertised and communicated to residents. The call center will be open and staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Advanced Disposal has the capability to provide monthly call report statistics to the City to ensure your residents are receiving the excellent customer care they deserve.

Issue Number	Route_Log_ID	Open_Date	Customer#	Site#	Customer_Name	House/Unit #	Street	City	Phone	Issue_Type	Details	Close_Date
98575		5/2/2016 9:14	118621	5958	CLAY COUNTY	4782	MONTANA TRL	KEystone HEIGHTS	5555555555	CUSTOMER SERVICE NOTES	collected per thomas	5/3/2016 7:55
	21382886	5/2/2016 9:21	118621	7819	CLAY COUNTY	226	DOVER BLUFF DR	ORANGE PARK	5555555555	Resi Bin/Cart Delivery	SUMMERSETT 527-1791	5/10/2016 11:21
	21382887	5/2/2016 9:40	118626	1167	CLAY COUNTY	1036	LEMON DROP	MIDDLEBURG	NULL	Resi Bin/Cart Delivery	resident called	5/11/2016 10:01
	21382888	5/2/2016 9:51	118626	1168	CLAY COUNTY	458	VINEYARD LN	ORANGE PARK	NULL	Resi Bin/Cart Delivery	NANCY WALLACE 574-2936	5/11/2016 10:01
	21382889	5/2/2016 10:02	118626	1169	CLAY COUNTY	1839	HIGH PRAIRIE LN	MIDDLEBURG	NULL	Resi Bin/Cart Delivery	KRISTEN BAKER	5/11/2016 10:01
98579		5/2/2016 10:22	118620	5229	CLAY COUNTY	6780	CR 214W	KEystone HEIGHTS	5555555555	MISSED PICKUP ISSUE	collected per thomas	5/3/2016 7:56
	21382892	5/2/2016 11:05	118621	7865	CLAY COUNTY	3648	MORNING MEADOW LN	ORANGE PARK	5555555555	Resi Bin/Cart Delivery	TROY BOWMAN 495-3460	5/10/2016 11:21
98582		5/2/2016 11:44	118625	7240	CLAY COUNTY	2828	DERRINGER CT	ORANGE PARK	5555555555	CUSTOMER SERVICE NOTES	collected per thomas	5/3/2016 7:57
	21359879	5/2/2016 12:12	118621	8353	CLAY COUNTY	4403	HANGING MOSS DR	ORANGE PARK	5555555555	Resi Bin/Cart Delivery	Tracy Gatto 813-380-8295	5/10/2016 11:21
98584		5/2/2016 12:16	118621	5382	CLAY COUNTY	5840	INDIAN TRL	KEystone HEIGHTS	5555555555	CUSTOMER SERVICE NOTES	Driver collected, per Jacob	5/4/2016 7:22
	21382900	5/2/2016 12:53	118626	1172	CLAY COUNTY	4126	GREAT FALLS LOOP	MIDDLEBURG	NULL	Resi Bin/Cart Delivery	IORIE 904-731-6444	5/11/2016 10:01
	21382901	5/2/2016 13:25	118625	5467	CLAY COUNTY	424	TAYLOR AVE	ORANGE PARK	5555555555	Resi Bin/Cart Delivery	Catherine 349-3358	5/10/2016 11:21
98588		5/2/2016 14:07	118626	1068	CLAY COUNTY	352	VINEYARD LN	ORANGE PARK	NULL	CUSTOMER SERVICE NOTES	per Drew, service day for YW, Fri	5/4/2016 10:45
	21382906	5/2/2016 16:07	118626	1173	CLAY COUNTY	1867	CHERRY CREEK WAY	MIDDLEBURG	NULL	Resi Bin/Cart Delivery	MICHELLE 770-714-9470	5/11/2016 10:01
	21382948	5/2/2016 16:27	118626	1174	CLAY COUNTY	4400	QUAIL HOLLOW RD	ORANGE PARK	NULL	Resi Bin/Cart Delivery	richard 534-0001	5/10/2016 11:21
	21386027	5/3/2016 8:12	118621	806	CLAY COUNTY	2218	HIBISCUS AVE	MIDDLEBURG	5555555555	Resi Bin/Cart Delivery	Sebrina Carter 203-9805	5/17/2016 16:52

Missed pickups, spills, litter, and damage issues are immediately communicated to the Route Supervisor or Operations Manager. A member of the management team will be dispatched to the location for investigation.

### *Spills*

Prevention is the main focus when dealing with spills. It is Advanced Disposal's policy to perform pre and post trip inspections on our vehicles, keeping our vehicles clean, using defensive driving techniques to avoid accidents and ensuring all trucks are equipped with spill kits. In the event that a spill does occur, immediate action is taken. These actions include securing the vehicle,

containing and/or controlling the spill, cleaning the affected area and disposing of any resulting waste.

### *Missed Collections*



Advanced Disposal



Missed pick-ups are reported and recovered the same day. The Route Supervisor will establish the root cause for the reported miss and will address performance with the driver or inform the customer of any variables preventing the service from being performed. In any event, communication will happen on the same day the issue is reported.

As a control point and to ensure matters are being addressed in a timely manner, 'Customer Issues' will remain open in Trux™ and will be addressed and closed out by the end of the day through the check in process, driver debrief, and closing of the route by the Operations Manager.

#### D. Proposal for Public Education

##### *Public Education Plan*

##### Program Brochures

Advanced Disposal Services recognizes that one of the most important components of a successful solid waste and recycling program is ensuring that residents have a clear understanding of how the program works and the benefits of the services provided.

As part of our public education program, we have provided copies of brochures, mailers and postcards that we have successfully used at the start of a new municipal contract or program to explain the program guidelines. The brochures outline how and what to recycle, as well as other important aspects of the refuse and yard waste collection programs. Advanced Disposal is able to tailor these brochures to meet the unique program requirements of your community.

Upon award of the residential hauling contract to Advanced Disposal, we will immediately begin to work with City staff to develop a brochure specifically for Foley's program. Once approved, we will mail each Foley resident covered by the collection contract a brochure at the start of the new contract as well as each new resident that moves into the community.

##### Website

Advanced Disposal operates a comprehensive web site: [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com), which provides information about the refuse, recycling and yard waste programs in each of the municipalities we serve. Upon award of the contract, Advanced Disposal will immediately update our website to include the new service options available in the City. If the City desires, we can have our website linked with the City's website, in order to provide residents with the most convenient and up to date access to program information. Advanced Disposal maintains the site and the information contained in it, so there is no burden placed on the City to keep the site current and up to date. We do all of that for you.

Please feel free to browse our website to get an idea of just how easy it is for your residents to access information and have questions answered without having to call the City offices.

#### IMPORTANT SERVICE NOTICE FOR CITY OF ALLENTOWN RESIDENT

This material was not collected today for the following reason(s):

##### RECYCLING

☐ Object is at curbside at designated time by 5 p.m. evening before scheduled collection

☐ Container is not approved

☐ Contains unauthorized or hazardous materials

##### HOUSEHOLD

☐ Object is at curbside at designated time by 5 p.m. evening before scheduled collection

☐ Container is not approved

☐ Contaminated with non-recyclable materials

##### YARD WASTE

☐ Object is at curbside at designated time by 5 p.m. evening before scheduled collection

☐ One or more of the following:

☐ Items must be suitable

☐ Contains unauthorized materials or other types of refuse

☐ Exceeds weight limit of 25 lbs.

##### HOUSEHOLD

☐ Object is at curbside at designated time by 5 p.m. evening before scheduled collection

☐ One or more of the maximum size limits has been exceeded

☐ Contains unauthorized materials - NO ELECTRONICS, FLAMMABLE or TOXIC

☐ Other:

Service: \_\_\_\_\_ Time: \_\_\_\_\_ Truck #: \_\_\_\_\_

Address: \_\_\_\_\_



See Reverse side for more information.

Phone: 800-333-3333 • Local: 781-333-3333 • [www.advanceddisposal.com](http://www.advanceddisposal.com)  
and [info@advanceddisposal.com](mailto:info@advanceddisposal.com)



**Advanced Disposal**



### Communications Process

The Advanced Disposal communication plan includes frequent contact with the City and its citizens including:

- Council meetings
- Cart Hangers with collection procedures for solid waste and recycling
- Letters to residents
- Frequent meetings with City staff to gain feedback about service
- Providing required reports to staff
- Computer software - sharing of information with City staff
- Cart hangers to boost recycling participation
- Help coordinate website design for service and recycling page/link with City
- Speaking/presenting to the local schools about the solid waste & recycling program
- Speaking/presenting to civic and service groups about the solid waste & recycling program

**Exhibit C**  
**Price Worksheet**

Hauler-Administered billing

\*price per month

	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
<b>Residential</b>			
30 gal	\$10.50/month	N/A	N/A
60 gal	\$10.50/month	N/A	N/A
90 gal	\$11.50/month	N/A	N/A
Recycling	\$ 4.75/month	N/A	N/A
(every other week)			
	Please See Attached Commercial MSW and Recycling Matrix	Please See Attached Commercial MSW and Recycling Matrix	Please See Attached Commercial MSW and Recycling Matrix
<b>Commercial</b>			
60 gal			
90 gal			
Recycling			
1 Cubic Yard Dumpster			
1.5 Cubic Yard Dumpster			
2 Cubic Yard Dumpster			
4 Cubic Yard Dumpster			
6 Cubic Yard Dumpster			
30 Yard Self- Contained Trash Compactor	\$350/month Equip fee \$300/haul fee \$99.75/ton disposal	\$350/month Equip fee \$300/haul fee \$99.75/ton disposal	\$350/month Equip fee \$300/haul fee \$99.75/ton disposal

Residential Bag or Tag

System = \$ NO BID per bag or tag



## PROPOSED RATES - COMMERCIAL MSW

	Frequency		
Container Size	1x/week	2x/week	3x/week
65-gallon	\$25.98	\$51.96	\$77.94
95-gallon	\$25.98	\$51.96	\$77.94
1.0	\$25.98	\$51.96	\$77.94
1.5	\$38.97	\$77.94	\$116.91
2.0	\$51.96	\$103.92	\$155.88
4.0	\$103.92	\$207.84	\$311.76
6.0	\$155.88	\$311.76	\$467.64

## PROPOSED RATES - COMMERCIAL OCC

	Frequency		
Container Size	1x/week	2x/week	3x/week
65-gallon	\$12.99	\$25.98	\$38.97
95-gallon	\$12.99	\$25.98	\$38.97
1.0	\$12.99	\$25.98	\$38.97
1.5	\$19.49	\$38.97	\$58.46
2.0	\$25.98	\$51.96	\$77.94
4.0	\$51.96	\$103.92	\$155.88
6.0	\$77.94	\$155.88	\$233.82

Alternate Proposal – Fall Clean-up billed directly to the City

**Exhibit C**  
Price Worksheet

Hauler-Administered billing

\*price per month

	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
<b>Residential</b>			
30 gal	\$9.50/month	N/A	N/A
60 gal	\$9.50/month	N/A	N/A
90 gal	\$10.50/month	N/A	N/A
Recycling	\$ 4.75/month	N/A	N/A
(every other week)	Plus \$8,500 billed annually to the City for the fall cleanup.		
	Please See Attached Commercial MSW and Recycling Matrix	Please See Attached Commercial MSW and Recycling Matrix	Please See Attached Commercial MSW and Recycling Matrix
<b>Commercial</b>			
60 gal			
90 gal			
Recycling			
1 Cubic Yard Dumpster			
1.5 Cubic Yard Dumpster			
2 Cubic Yard Dumpster			
4 Cubic Yard Dumpster			
6 Cubic Yard Dumpster			
30 Yard Self-Contained Trash Compactor	\$350/month Equip fee \$300/haul fee \$99.75/ton disposal	\$350/month Equip fee \$300/haul fee \$99.75/ton disposal	\$350/month Equip fee \$300/haul fee \$99.75/ton disposal

Residential Bag or Tag

System = \$ NO BID per bag or tag

## PROPOSED RATES - COMMERCIAL MSW

	Frequency		
Container Size	1x/week	2x/week	3x/week
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95-gallon	\$25.98	\$51.96	\$77.94
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1.5	\$38.97	\$77.94	\$116.91
2.0	\$51.96	\$103.92	\$155.88
4.0	\$103.92	\$207.84	\$311.76
6.0	\$155.88	\$311.76	\$467.64

## PROPOSED RATES - COMMERCIAL OCC

	Frequency		
Container Size	1x/week	2x/week	3x/week
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95-gallon	\$12.99	\$25.98	\$38.97
1.0	\$12.99	\$25.98	\$38.97
1.5	\$19.49	\$38.97	\$58.46
2.0	\$25.98	\$51.96	\$77.94
4.0	\$51.96	\$103.92	\$155.88
6.0	\$77.94	\$155.88	\$233.82

## Exhibit D

### Hauler Questionnaire

#### 1. CONTACT INFORMATION

- a. Company Name: Advanced Disposal Services Solid Waste Midwest, LLC
- b. Address: 2355 12<sup>th</sup> Street SE  
St Cloud, MN 56304
- c. Telephone: 320-251-8919
- d. Contact Person: Wes Dreher
  - i. Telephone: 320-251-8919
  - ii. Email: Wesley.Dreher@advanceddisposal.com

#### 2. BUSINESS INFORMATION

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

### CERTIFICATION

I swear that I am authorized to execute this document on behalf of Advanced Disposal Services Solid Waste Midwest, LLC. I certify that the RFP response and all information submitted by Bob Pfister is true and correct.

Date: 4/30/19

  
Signature

John Spegal, President  
Printed Name and Title

5. Yes – The City of Burlington, WI regarding a dispute concerning the number of household units serviced pursuant the agreement. The parties agreed that there may have been a mistake as to the number of household units serviced by Advanced Disposal pursuant to the Agreement. After the parties learned of the mistake they determined that it was impossible to establish the exact number of household units within the City's limits during the time in question and therefore in order to avoid the uncertainty and expense of litigation for both parties, the parties agreed to settle the dispute. The matter was settled in 2018.

## **Deviations and Clarifications**

1. The following annual increase language shall be added to the contract:

*On each twelve month anniversary date of the Agreement, the rates charged by Contractor shall be increased on the basis of 100% of the percentage increase in the Consumer Price Index – Water, Sewer, Trash category for the immediately preceding twelve month period, as reported by the U.S. Department of Labor, Bureau of Labor Statistics. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties shall agree to substitute the CPI with another equally authoritative measure of change in the purchasing power of the U.S. dollar so as to carry out the intent of this provision. The minimum annual increase be 2.5% and the maximum increase shall be 5%.*

2. The following Change in Law language shall be added to the contract:

*The rates charged by Contractor shall be increased from time to time to compensate Contractor for any increases in the Contractor's costs of providing the services whether: (a) due to any increases in transportation, disposal or processing costs as a result of any changes in location or amounts charged to Contractor from the final disposal or processing facility accepting such materials; (b) as a result of a any amendment to, or promulgation of any federal, state, city, or local statute, regulation, or ordinance after the date of this Agreement that directly impacts Contractor's operations as it relates to the Services; (c) due to any new or additional federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; or (d) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation, processing or disposal of Residential Waste, Landscape Waste or Recyclable Materials by Contractor.*

3. The following Force Majeure language shall be added to the contract:

*In the event that Contractor is rendered unable, in whole or in part, to perform its obligations due to an event of Force Majeure, it shall notify the City of such event and the obligations of the Contractor shall be suspended during the continuation of any inability so caused by such event of Force Majeure. Contractor shall not be liable or considered in default, for failure to perform its obligations if such failure to perform is due to an event of Force Majeure. For purposes of the agreement the term "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, if such act, event, or condition is beyond Contractor's reasonable control.*

4. Advanced Disposal wishes to clarify that our indemnification obligations shall be limited to the extent of our negligence or willful misconduct"



# City of Foley Proposal for Residential Solid Waste & Recycling Service

**DATE:**  
**ADDRESS:**

May 2, 2019  
W5118 Duck Pond Rd  
Sarona, WI 54870

**SUBMITTED BY:**

Jon Snyder, General Manager  
e [jsnyder@republicservices.com](mailto:jsnyder@republicservices.com)  
o (715) 549-3170 c (219) 743-3997



**REPUBLIC**  
SERVICES



**City of Foley**

May 2, 2019

Solid Waste Collection Service Proposal  
City of Foley  
c/o Sarah A. Brunn, City Administrator  
251 4<sup>th</sup> Avenue N  
P.O. Box 709  
Foley, MN 56329

Dear Ms. Brunn,

Republic Services is pleased to submit the following proposal to the City of Foley for the Residential Trash and Recycling Services. We are confident that you will find Republic Services to be the ideal partner for your Trash and Recycling needs.

We have served the area for almost 70 years and have an outstanding partnership with municipalities throughout the area. Across the country, Republic Services serves millions of residential and commercial customers in partnership with more than 2,800 municipalities. Very few companies can equal the operational capabilities, financial stability, capital resources, extensive experience, integrated infrastructure or transfer expertise that Republic Services can bring to the City of Foley.

We have highlighted all of the best elements of our programs here, for the City to review. Please take note that our missions are aligned and know that we are focused on 100% reliability at the lowest, most responsible price.

All information submitted in support of the proposal (including that which will be submitted during negotiations) is accurate and factual. All representations made regarding our willingness to make the required performance guarantees and our concurrence with the proposed business arrangements is accurate.

We look forward to working with you to bring our unique customer experience to the residents of the City of Foley as we stand behind our brand promise that *We'll handle it from here™*.

Sincerely,

Jonathan Snyder  
General Manager





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**REPUBLIC**  
SERVICES



**City of Foley**

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## Executive Summary

*93% of municipalities extend their current contracts with Republic Services because of our partnerships and local expertise offering Simple Solutions, Reliability and Environmental Responsibility.*

### Our Promise to our Customers

**We'll handle it from here™**, our promise is backed by the details of this proposal submittal to you. In summary, we take pride in offering you a best-value partnership that consists of Simple Solutions, which are Reliable and Environmentally Responsible.

- **Simple Solutions** – We offer a wide range of tailored products to assist the community in the responsible recycling or disposal of unique waste streams that include electronics, universal waste, or household hazardous waste. Additionally, our investments in customer-facing web- and smartphone-based apps allow simple interaction between customers and

### Republic Services is your low-risk, best value partner

- Reliable - 99.9% pickup rate
- Environmental Responsibility – over 3,000 CNG trucks nationwide
- Safer – 41% fewer incidents than industry average
- Simple Solutions – Customer App, My Resource™
- Sole recycling and solid waste services company in the world to be included on the first annual Barron's 100 Most Sustainable Companies list in 2018
- Only recycling and solid waste services company in the world to be included on both the Dow Jones Sustainability World and North America indices
- Named to the 2018 World's Most Ethical Companies List® by the Ethisphere® Institute for the second year in a row

Republic Services, offering service details, alerts, as well as delivery schedules and billing information.

Figure 1. **Key Company Statistics.** Republic Services is an industry leader in the U.S. non-hazardous solid waste industry





**REPUBLIC**  
SERVICES



## City of Foley

- **Reliability** – Our operations and performance metrics prove that we are your most reliable partner. Our 99.9% pickup reliability rate means that you face fewer calls from the community regarding service, and when callers reach out to us for any needs, we strive for first call resolution through our fully integrated customer resource centers. Our drivers are the safest in the industry, which means your residents are better off with our team on your streets.
- **Environmental Responsibility** – We are globally recognized as a leader in sustainability. Our investments in recycling infrastructure, compressed natural gas-powered trucks, and landfill gas-to-energy plants are all examples of how we drive to be a good neighbor in every municipality we partner with.

It is through these initiatives and recognitions that we reiterate our

commitment to the City of Foley. On behalf of the 35,000 employees at Republic Services, we appreciate the opportunity to earn your business through this submittal and look forward to a long and continued partnership for years to come.

Low cost providers in the industry sacrifice one or more of these elements, translating to risk for your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving over 2,700 municipal contracts today.

## Global Recognition

We believe that excellence means being better than competitors at everything we do. We also appreciate that our customers want peace of mind knowing they are partnering with a reliable, safe and ethical company. We are very proud of our success in these areas and work diligently to maintain our positions on these prestigious lists.

Figure 2. **Leading Recognition Awards.** Republic Services is proud to be globally recognized for our commitments to Sustainability and the Blue Planet





## **Your Team**

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

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

### **Local Leadership**

For over 60 years, Republic Services has partnered with municipalities, residents, and businesses in the Tri-County area to provide solid waste, recycling, and bulky item collection services.

Republic Services is integrated in the community, employing approximately 32 people within the area.

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

### **Key Personnel Bios**

The key positions and roles involved in the delivery of this contract are listed below:

#### **General Manager**

Jon Snyder has been with Republic Services since 1999 and is responsible for leading the business unit in Central Minnesota and Northern Wisconsin. Responsibilities include employees, municipal contracts, landfills,

and transfer stations. He comes to with a wealth of management skills including operations, P&L Management, Risk Management, Customer Relations and Satisfaction, Sales, and Marketing Management.

#### **Business Unit Finance Manager**

Bill Sirinek has 20 years within the solid waste industry and is currently responsible for all administrative, accounting and statistical reporting functions for Republic Services. He ensures that financial controls and records are maintained in accordance with company policy and legal requirements. He is responsible for providing and reviewing financial statements and variance analyses, billing, account reconciliation. In addition, Mr. Sirinek is responsible for providing analytical support and assistance for the division goals and action plans. He develops and coordinates the annual budget, negotiates contract rates for municipal bids, and manages and trains staff in the accounting department.

#### **Maintenance Manager**

John Theis has been in the solid waste industry for over 32 years. He is responsible for overseeing all aspects of our fleet maintenance program. Mr. Theis ensures that all repair and maintenance work is performed in a safe, efficient and timely manner; reallocating resources among sites as appropriate. He oversees coordination, planning and scheduling of all repair work to increase productivity, while effectively managing the department's overtime.

#### **Operations Supervisors**

Nicky Lahr is responsible for overseeing all aspects of our fleet operations program. Ms. Lahr works to ensure that services are performed in a safe, efficient and timely manner. Ms. Lahr is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and

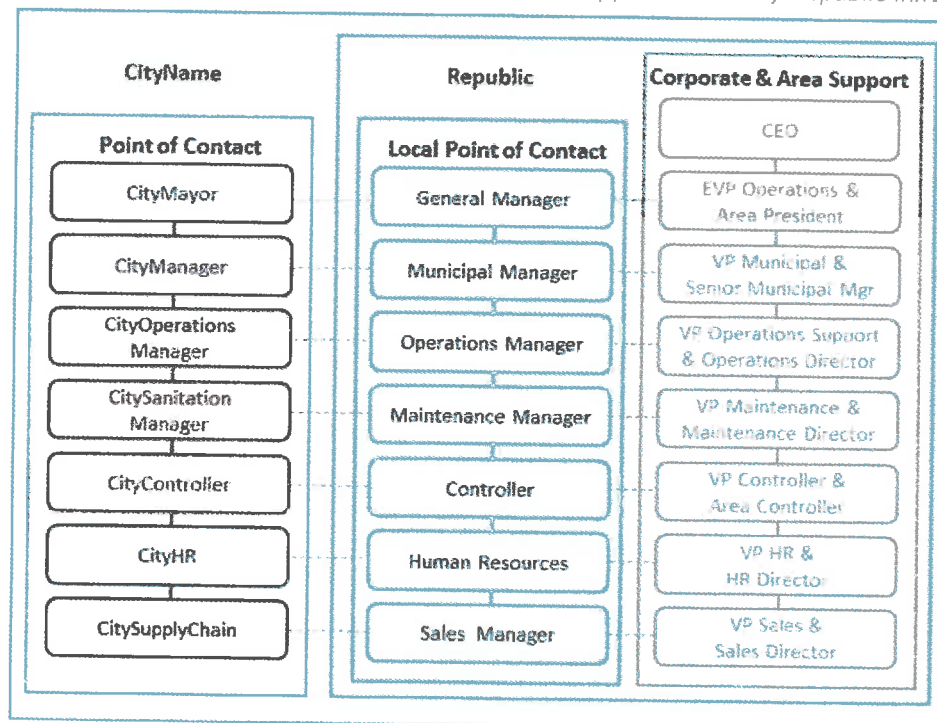
implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisor, which means that items needing attention are dealt with immediately, and that the supervisor knows your community intimately.

## National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters.

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





## Facilities

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

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

- Hauling company
- Transfer station
- Recycling center
- Landfill
- Customer Resource Center

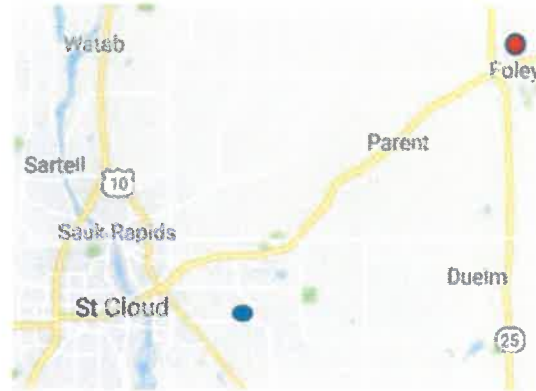
It is typical that our largest workforce presence exists at a hauling company, to support the complex operation that goes into serving your community with 99.9% pickup reliability rate.

In some markets, transfer stations enable the efficient transfer of recycling or municipal solid waste from the collection trucks to tractor trailer trucks that can more efficiently transport the material to the appropriate post-collection facility.

A landfill can be one of the most complex facilities in our portfolio due to the tremendous responsibility we hold to appropriately handle the nation's waste. All of our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations.

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

*Figure 4. **Local Infrastructure** – Our local facilities are best located to serve your city with an eye toward sustainability.*





## Operations

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

Successful collection operations begin with a seasoned operations supervisor who knows the business as well as your community. Your local Republic Services operations supervisor is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisor, which means that items needing attention are dealt with immediately, and that the supervisor knows your community intimately.

In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride-alongs with drivers on

their routes. This creates great opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other, companies in the industry dedicate their operations staff to success in this manner.

## Communication with the Community

In addition to the regular collaboration between the routing teams, our Operations Team can communicate with the residents and commercial customers easily using several forms of technology.

Our web and smartphone-based app, called My Resource™, enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather, or even holidays.

We also employ a technology known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes.

Figure 5. **Facilities Serving The City of Foley** - Republic Services will serve your city with the following facilities.

Facility Type	Address	Distance from City	No. of Employees	Hours of Operation
Hauling Company	245 35 <sup>th</sup> Ave SE, St. Cloud, MN 56304	12 Miles	52	5:00 a.m. – 5:00 p.m.
Transfer Station	245 35 <sup>th</sup> Ave SE, St. Cloud, MN 56304	12 Miles	2	8:00 a.m. – 5:00 p.m.
Material Recovery Facility	725 44 <sup>th</sup> Ave. North Minneapolis, MN 55412	62 Miles	50	6:00 a.m. – 5:00 p.m.
Landfill	2495 117 <sup>th</sup> St. E., Inver Grove Heights, MN 55077	90 Miles	90	7:00 a.m. – 4:00 p.m.
Customer Resource Center	Phoenix, AZ Indianapolis, IN Charlotte, NC	Virtual	300+ 300+ 300+	7:00am (EST) - 7:00pm (PST) – M-F 5 hours on Sat



## Prohibited Waste Tags

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

## Residential MSW Collection

We will service all single-family containers using an automated side loader (ASL) and a front-load collection trucks outfitted with a Currato can. Both the ASL and Currato can allows for automated cart collection and is proven to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts and alleyways, enabling the industry's most efficient, safe, and environmentally responsible curbside automated collection services.

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

We propose to use blue carts for residential trash collection. Residents will be offered the option of choosing a 32, 64 or 96-gallon container. If a customer needs more than one collection container, we will provide an additional container for a fee to accommodate the customer's needs. The automated cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing a cycle (pick up cart, deposit contents, place cart back onto

the curbside) before the driver moves to the next stop.

## Residential Recycle Collection

We will offer all single-family customers Every other weekly, fully automated single-stream recycling collection services. Recycling containers will be serviced with the same type of equipment and the same manner as your residential solid waste containers.

All single-family customers will be issued a blue 64-gallon wheeled recycle container.

## Holiday Schedules

Republic Services will be closed on Thanksgiving and Christmas, if your service day falls on those holiday, we will service you on your next scheduled service day.

## Service Days

The following table reflects the service schedules for residential MSW and recycles collection.

Figure 6 **Service Days** for your contract

Service	Days of Week	Collection Hours
MSW	Friday	6:00 a.m. – 4:00 p.m.
Recyclables	Friday	6:00 a.m. – 4:00 p.m.

Figure 7. **Customer References** – We are proud to serve these customers, and use them as references for your City.

City	Contact	Title	Phone	Project
Sauk Rapids	Ross Olson	City Administrator	(320) 258-5302	Municipal Contract
St. Joseph	Judy Weyrens	Administrator	(320) 363-7201	Municipal Contract
Spooner	William Marx	City Administrator	(715) 635-8769	Municipal Contract
Additional references available upon request.				

## Multi-Family MSW Collection

Republic Services will provide a combination of programs and services for multi-family customers, which can typically be a mix of residential and commercial needs. Once defined and properly sized, multi-family customers are integrated into residential or commercial routes to provide the efficiency and reliability desired.

In all cases, Republic Services will identify the correct equipment to service multi-family complexes based on individual needs. If the complex requests containerized service, Republic Services can provide 1-8 cubic yard capacity solid waste containers, as well as 30 yard capacity trash roll-off container or compactor.

Figure 8. **Multi-Family Container Options** – Solutions for Multi-Family Complexes include containers, front-load, or roll-off





## Safety

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

### Safety Overview

Republic Services has an industry leading safety program that has been 41% better than the industry average for the past nine years, based on OSHA data. In addition, we have been recipients of 75% of industry Driver of the Year awards for the large truck category since 2009.

Republic Services and its employees maintain strict compliance with all applicable OSHA and federal, state, and local safety requirements while performing all work-related functions. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices throughout their careers.

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

Republic Services offers full-spectrum safety initiatives and award-winning safety training programs to all employees. We are an industry leader in safety and we are very proud of our safety track record.

### Think. Choose. Live®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. We instituted a best-in-class driver training program that

*Our employees are our greatest asset, and our dedication to every employee's safety is second to none*

- 41% Safer than the industry average, while maintaining the 7<sup>th</sup> largest vocational fleet in the United States
- Think, Choose, Live® embodies our company culture
- Winners of 75% of industry Driver of the Year awards since 2009

drives continual improvement for all of our 15,000 drivers.

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

### ReSOP Program

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

The purpose is to improve safety, customer experience and productivity. The employee and their leader work together towards excellence.

Figure 9. Republic Services ReSOP Program has decreased safety incidents since inception



## Safety Meetings & Training

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

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

Meeting topics may include:

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

## Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence Programs are designed to identify, recognize and reward safety-sensitive employees who are dedicated to safety and excellence in their workplace. This program consists of two tiers that recognize and reward safety-sensitive employees who have excelled in key areas.

Employee safety and excellence is measured on six criteria including no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

## Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and

practical skills course exercises that have helped to reduce crashes and injuries.

## OneFleet Maintenance

*Figure 10. Our highly specialized Technicians deliver a best in class fleet for your municipality*



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

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



## Customer Service

### Customer Access

We recognize that when customers have questions regarding scheduled service, or would like to order additional services, a speedy response is expected. We strive for first call resolution—from call, email, mobile app, website or in-person request.

A couple years ago, Republic Services made a major commitment to further differentiate from our competitors by investing in the enhancement of the quality and reliability of

our customer service capabilities. To accomplish this, we consolidated hundreds of small call centers across the country into three state-of-the-art, fully integrated Customer Resource Centers (CRC), which are fully networked together, and have direct line access to your local team.

These facilities were selected for their location to ensure we can deliver call support for 15 hours per day (7:00am Eastern to 7:00pm Pacific) on weekdays, and 5 hours on Saturday.

In addition to the call center hours, customers also have the ability to reach us 24/7 via our website, [RepublicServices.com](http://RepublicServices.com), or our app, known as MyResource™.

Figure 11. **Republic's Website** - RepublicServices.com is a one-stop resource.



### Website

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

RepublicServices.com provides in-depth content specific to residential and commercial needs. Residential pages allow the user to enter their address in order to receive information specific to them, including the ability to schedule pick-up, change service, or to identify the correct

Figure 12. **Mobile App** - My Resource™



contact person within Republic Services for services requests (i.e. debris box orders, container repairs, or bulky pick-ups). For customers who are direct-billed by Republic, they can inquire into billing or payment-related details. Residential customers will also find resources on recycling and environmental needs.

### MyResource™

MyResource™ is an application for mobile devices that can be used to schedule a pick-up, report a missed pick-up, receive service notifications, search additional products and services, and much more.

This app can be easily downloaded from the App Store for Apple or Google Play for Android.

## Sustainability

Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

We believe we have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful.

Additionally, we must lead by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Our industry-leading sustainability platform is focused on increasing recycling, decreasing vehicle emissions, generating renewable energy, and enabling our customers to be more resourceful. In 2017, Republic Services steadily built upon its sustainability achievements.

We continue to find new avenues for sustainability success. Consider our five-point sustainability platform (see Figure 14):

- **Operations.** We are working to minimize the impact of our operations around our fleet and our facilities. We will continue to reduce our carbon emissions, by adding more recycling capacity, increasing our CNG fleet and opening additional alternative energy-producing facilities.
- **Materials Management.** When we extract materials from the waste stream (commodities and/or energy), we reduce greenhouse gas emissions and your community's carbon footprint.
- **Communities.** Our Empty, Clean, Dry™ recycling outreach and education program help your residents and business people recycle more and waste less.
- **Safety.** We are committed to creating a safe environment for our customers, communities and employees. A recent national study found that Republic Services is the safest solid waste company – 41% safer than national average.
- **People.** We employ and develop talented professionals who are committed to sustainability, our customers and each other.

Figure 13. **Leading Recognition Awards.** Republic Services is proud to be globally recognized for our commitments to Sustainability and the Blue Planet



## Implementation Plan

*We have successfully implemented new or emerging services into our 2,700 municipalities nationwide. Our team takes pride in our ability to implement new services without service impacts.*

### Our Approach

Your transition will take into consideration the unique needs of the contract and the City of Foley. The key to success, regardless of project details, relies on communication plans to include:

- We start with a plan, crafted in collaboration with the City of Foley. This plan includes milestones, roles/responsibilities and contact information and timeline for execution.
- Frequent, proactive communication with the City of Foley to ensure no surprises along the way.
- Weekly in-person meetings and phone calls/emails as the situation requires. Our philosophy is that sharing good news as well as bad news gives everyone a chance to prepare and respond in a timely and calm fashion.
- Data sharing and field coordination with current contractor to ensure all open requests are met and service information is accurate.
- Monitoring of open service notes is critical, especially when the transition date nears. Republic Services will work with the City of Foley to address any outstanding concerns prior to the implementation of new services. Our operations teams, customer service professionals and data partners understand the need to keep a close eye on open service notes.
- Container removal and delivery also require careful coordination with field crews. Customers need same-day service from both providers, and our local teams work with the current hauler to streamline this function.

### *Decades of experience partnering with municipalities to implement new programs in the community*

- 92% track record of successful extension or retention of existing partner contracts
- Frequent and transparent dialogue with the municipality
- All details and plans reviewed
- National strength, with local experts
- Timely and appropriate communication with residents and businesses—from events and mailings to website information and direct communication (phone, email, live chat, etc.). Redundant communications through a variety of channels is paramount to success.
- Daily communication with the internal team to assess project status.
- Our operations management will meet with our supervisors and maintenance crews daily to ensure critical-path items are addressed.
- The education team meets with the transition lead (operations manager), customer service manager and general manager to ensure customer-specific aspects of the rigorous training for customer service staff and drivers.

*Figure 14 **Open Communications.** Republic Services communicates with residents and businesses regarding services changes*





- Contract-specific information, route development and truck test drives will be used to bring a safe and well informed team to the City of Foley.
- Regular communication with vendors supplying containers, printed material, trucks and on-board computing systems.

Republic Services brings relationships and experience to the City of Foley. We have extensive expertise in implementing collection programs. From purchasing to operations to communications, Republic Services has the national strength and the local experts to get the job done using our network of national and local suppliers.

### **Container Management**

Our goal is to make these services easy for both your residents and the City. Therefore, we propose using Republic Services carts for residential trash and recycling collection. Residents will be offered the option of choosing a 35, 64 or 96-gallon cart. The first cart will be delivered at no charge. If a customer needs more than one collection cart, we will provide an additional cart for a fee to accommodate the customer's needs. The carts will be own, deliver, store/inventory and maintain by Republic Services. We will also assume all responsibility for ongoing cart maintenance, reasonable wear and tear, and management. If a resident requires a cart exchange or replacement, they will need to contact RSG. We will then replace the resident's trash cart within seven (7) days of the request, for a fee.





## Creative Offerings and Solutions

In addition to meeting the base recycling and waste needs of the City of Foley, it is important to recognize that additional waste is generated daily in your community that the residents and commercial owners do not know how to properly dispose of, including:

- Electronic materials
- Medical/sharps
- Universal waste
- Household hazardous waste





Absent an existing program to address these important waste streams, the community will typically throw the material in their MSW container, which leads to both safety and environmental issues. Examples of these issues are batteries that can burst and cause fires in the processing facilities, as well as

employees getting needle sticks from medical needles that are disposed of in the recycling stream.

Republic Services has studied each of these waste streams, and developed offerings to allow the City of Foley to add these services under the contract, or as an offering that can be marketed directly to the community, and purchased directly from Republic Services.

We look forward to discussing each of these with the City of Foley to ensure that your questions are answered, and that you can identify the best approach to addressing these needs in your community. For each offering that the City of Foley selects to add, we are ready to implement the additional offering based on the time line and collection method that works best for the City of Foley.

*Figure 15. Other Creative Offerings – We are ready to add the additional important products that address existing and growing waste streams that should not be landfilled*

Electronics Recycling	Medical/ Sharps	Universal Recycling	Household Hazardous Waste
			
<ul style="list-style-type: none"> <li>▪ Need for safe, secure and responsible electronics recycling</li> <li>▪ BlueGuard™ safety practices</li> <li>▪ Mail-back kit</li> <li>▪ Pack-up or Pick-up service</li> <li>▪ Full service pack and haul</li> </ul>	<ul style="list-style-type: none"> <li>▪ Simple, cost-effective and confidential way of disposing of home generated medical waste</li> <li>▪ Needles, syringes, razor blades, tattoo needles and piercing devices</li> </ul>	<ul style="list-style-type: none"> <li>▪ Batteries, ballasts and bulbs</li> <li>▪ Contain mercury, lead or other hazardous material</li> <li>▪ Mail-back kit</li> <li>▪ Pack-up or Pick-up service</li> </ul>	<ul style="list-style-type: none"> <li>▪ Paint, paint products, common household cleaners</li> <li>▪ If not managed, can create environmental hazards</li> <li>▪ Events or pick-up service</li> </ul>



## Financial Overview

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

## Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a Fortune 300 Company and will be the signatory for the corporate guarantee.

Republic's most recently completed audited financial statements can be found at on our website at [www.RepublicServices.com](http://www.RepublicServices.com).

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

## Ownership

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

### Ownership beyond five percent

The following table shows certain information as of December 31, 2017 with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Name of Owner	% Shares
Cascade Investment, LLC	32.9%
BlackRock, Inc.	6.2%
The Vanguard Group, Inc.	5.7%

## Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the Company's total assets.

- Available Credit (all banks): \$2.4 Billion

## Bank References

Bank of America  
Attn: Confirmation Department  
Reference: Republic Services Inc.  
Tax ID: 65-0716904  
Phone: (803)832-7770  
Fax (toll #): (900)733-5100 Online:  
[www.bankVOD.com](http://www.bankVOD.com)

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

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

Credit References are available upon request.



## Financial Information

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP

Figure 16. *Republic Services' 2017 Year Ending Consolidated Income Statement.*  
Selected financial data

REPUBLIC SERVICES, INC. CONSOLIDATED STATEMENTS OF INCOME (in millions, except per share data)			
	Years Ended December 31,		
	2017	2016	2015
Revenue	\$ 10,041.5	\$ 9,387.7	\$ 9,115.0
Expenses:			
Cost of operations	6,214.6	5,764.0	5,518.6
Depreciation, amortization and depletion	1,036.3	991.1	970.6
Accretion	79.8	79.1	79.4
Selling, general and administrative	1,057.4	969.8	983.1
Withdrawal costs - multiemployer pension funds	1.2	5.6	4.5
(Gain) loss on business divestitures and impairments, net	(33.9)	(0.1)	—
Restructuring charges	17.6	40.7	—
Operating income	1,668.3	1,537.5	1,538.8
Interest expense	(361.9)	(371.3)	(364.9)
Loss on extinguishment of debt	(0.8)	(196.2)	—
Interest income	1.0	0.9	0.8
Loss from unconsolidated equity method investments	(27.4)	(6.1)	—
Other income, net	2.7	1.1	1.2
Income before income taxes	1,282.1	965.9	1,195.9
Provision for income taxes	3.1	352.7	445.5
Net income	1,279.0	613.2	750.4
Net income attributable to noncontrolling interests in consolidated subsidiary	(0.6)	(0.6)	(0.5)
Net income attributable to Republic Services, Inc.	\$ 1,278.4	\$ 612.6	\$ 749.9
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 3.79	\$ 1.79	\$ 2.14
Weighted average common shares outstanding	337.1	343.0	350.0
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 3.77	\$ 1.78	\$ 2.13
Weighted average common and common equivalent shares outstanding	339.0	344.4	351.4
Cash dividends per common share	\$ 1.33	\$ 1.24	\$ 1.16



## Management Responsibility

1. Successful working relationships with municipalities and other governmental agencies;

The relationships we have with our municipal services customers here in Minnesota are very important to us. Our ability to manage the services required in this RFP are evidenced by the successful services contracts we hold with so many of these communities. We have well-over 30 municipal contracts that we service today.

2. Number and identification of similar collection projects undertaken by the hauler within the State of Minnesota;

**Sauk Rapids**

Ross Olon  
City Administrator  
320-258-5302  
Municipal Contract

**St. Joseph**

Judy Weyrens  
Administrator  
320-363-7201  
Municipal Contract

**Spooner**

William Marx  
City Administrator  
715-635-8769  
Municipal Contract

\*Additional references upon request

3. Innovative techniques used to increase efficiency and reduce wear on public roads;

Routing Optimization - Establishing the most optimized routes for a community has dramatic effects on the quality of service, safety and efficiency of the collection operation through shorter routes, safety in the neighborhoods, and ultimately the wear and tear on the streets within the municipality.

We conduct a proven route optimization process, which involves a tight collaboration between the local team and our corporate route optimization team. Through several iterations, these teams collaborate together, sharing local knowledge and details, while running our optimization processes to yield the best routes possible for your community. An example of this process, we evaluate planned routes to ensure that trucks are not conducting collection on streets during times that are known for congestion or traffic.

4. Hauler's approach to customer service under an organized collection system.

We have many resources to ensure excellent customer service and communication.

- Customers Resource Center available to call with questions or concerns
- My Resource App available for account access anytime and anywhere (also includes service day calendar)
- Direct local contact information available for the Operations Management Team in Sauk Rapids, MN. This team will also work closely with the City to ensure excellent customer service and communication.



# Proposal Pricing

## Exhibit C Pricing Worksheet

Option 1 - 1x week curbside trash service with every other week curbside recycle				Option 2 - 1x week curbside trash service with weekly service to recycle drop				Option 3 - 1x week curbside trash service with no curbside recycling			
*Price per month				*Price per month				*Price per month			
Residential	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week	Residential	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week	Residential	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
30 gal	\$12.00	N/A	N/A	30 gal	\$12.00	N/A	N/A	30 gal	\$13.20	N/A	N/A
60 gal	\$12.00	N/A	N/A	60 gal	\$12.00	N/A	N/A	60 gal	\$13.20	N/A	N/A
90 gal	\$12.00	N/A	N/A	90 gal	\$12.00	N/A	N/A	90 gal	\$13.20	N/A	N/A
90 gal recycling (every other week)	\$3.00 Collection \$0.84 Processing \$3.84 Total	N/A	N/A	Drop Site Recycle Charge	\$1.55	N/A	N/A	No curbside recycling	N/A	N/A	N/A
<b>Total</b>	<b>\$15.84</b>			<b>Total</b>	<b>\$13.55</b>			<b>Total</b>	<b>\$13.20</b>		
Extra Bag Charge	\$3.00			Extra Bag Charge	\$3.00			Extra Bag Charge	\$3.00		
Commercial	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week	Commercial	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week	Commercial	Pick up 1x per week	Pick up 2x's per week	Pick up 3x's per week
60 gal	\$12.00	N/A	N/A	60 gal	\$12.00	N/A	N/A	60 gal	\$12.00	N/A	N/A
90 gal	\$12.00	N/A	N/A	90 gal	\$12.00	N/A	N/A	90 gal	\$12.00	N/A	N/A
90 gal recycling	\$9.00	N/A	N/A	90 gal recycling	\$9.00	N/A	N/A	90 gal recycling	\$9.00	N/A	N/A
1 Cubic Yard Dumpster	\$41.22	\$82.43	\$123.65	1 Cubic Yard Dumpster	\$41.22	\$82.43	\$123.65	1 Cubic Yard Dumpster	\$41.22	\$82.43	\$123.65
1.5 Cubic Yard Dumpster	N/A	N/A	N/A	1.5 Cubic Yard Dumpster	N/A	N/A	N/A	1.5 Cubic Yard Dumpster	N/A	N/A	N/A
2 Cubic Yard Dumpster	\$64.40	\$115.95	\$193.20	2 Cubic Yard Dumpster	\$64.40	\$115.95	\$193.20	2 Cubic Yard Dumpster	\$64.40	\$115.95	\$193.20
3 Cubic Yard Dumpster	\$76.00	\$140.43	\$228.00	3 Cubic Yard Dumpster	\$76.00	\$140.43	\$228.00	3 Cubic Yard Dumpster	\$76.00	\$140.43	\$228.00
4 Cubic Yard Dumpster	\$87.60	\$164.90	\$247.30	4 Cubic Yard Dumpster	\$87.60	\$164.90	\$247.30	4 Cubic Yard Dumpster	\$87.60	\$164.90	\$247.30
6 Cubic Yard Dumpster	\$115.95	\$216.40	\$324.60	6 Cubic Yard Dumpster	\$115.95	\$216.40	\$324.60	6 Cubic Yard Dumpster	\$115.95	\$216.40	\$324.60
8 Cubic Yard Dumpster	\$217.73	\$407.05	\$610.55	8 Cubic Yard Dumpster	\$217.73	\$407.05	\$610.55	8 Cubic Yard Dumpster	\$217.73	\$407.05	\$610.55
30 Yard Self-Contained Trash Compactor	\$132.00 per haul Disposal \$70.82/Ton plus ERF and FRF			30 Yard Self-Contained Trash Compactor	\$132.00 per haul Disposal \$70.82/Ton plus ERF and FRF			30 Yard Self-Contained Trash Compactor	\$132.00 per haul Disposal \$70.82/Ton plus ERF and FRF		

\*5 Year Franchise Agreement for Residential, Commercial and Industrial

\*4% Increase YOY for Remainder of contract

\*Annual Recycling Adjustment.

In addition to the Annual Collection Rate Adjustment, on each anniversary of the Effective Date of this Agreement, Republic shall evaluate, and adjust if needed, the Recycling Processing Charge based on any changes in Commodity Sales, Processing Rates and/or Residual Costs. The Recycling Processing Charge over the most recent twelve-month period shall be compared to the last identified Recycling Processing Charge to determine any change. A reduction in Recycling Processing Charge shall result in a decreased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Charge shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. Should unforeseen circumstances cause at least a 20% change in Republic's Recycling Processing Charge, both parties agree to implement a mid-year adjustment to the Recycling Processing Charge. In the event of any Recycling Adjustment, the City shall have sole discretion to make a lump sum payment to Republic (or receive a lump sum credit) or to pass the Recycling Adjustment through to the rate payers in the City. Please note that this pricing model includes revenue share should commodity value exceeds processing costs.





## Questionnaire

### Exhibit D Hauler Questionnaire

#### 1. CONTACT INFORMATION

- a. Company Name: Allied Waste Services of North America, LLC dba Republic Services of Sauk Rapids
- b. Address: W5118 Duck Pond Road, Sarona, WI 54870
- c. Telephone: (715) 549-3170
- d. Contact Person: Jon Snyder, General Manager
  - i. Telephone: (715) 549-3170
  - ii. Email: [jsnyder@republicservices.com](mailto:jsnyder@republicservices.com)

#### 2. Business Information

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

### CERTIFICATION

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



Printed Name and Title: Jon Snyder – General Manager

## Pricing Worksheet

### Assumptions

Republic Services would like to offer the following proposal that we believe will benefit the residents of the City of Foley. We believe that this change to a streamlined service model will result in higher satisfaction levels among residents. We are pleased to offer all of these services to the residents of Foley at the lowest price possible, while continuing to provide them with high quality service.

#### Contract

- 5 year solid waste and recycling collection service contract
- 652 Residential units and 77 Commercial units
- Achieve cost reduction for Residents
- Prices include 4% annual increases

#### Disposal

- Pine Bend Landfill in Inver Grove Heights, MN
- Pope Douglas Waste-To-Energy Facility in Alexandria, MN

#### Billing, Collection and Customer Service

- Republic Services will be responsible for the billing, collection and customer Service.
- Republic Services may suspend services if a resident fails to make payment within 20 days of the due date.
- Republic Services will assume responsibility for directly billing each customer with payment terms that may include items such as a late fees, service fees, etc. to promote the timely payment of invoices.

#### City Location/ Annual Clean Up Days

- All City facilities at no additional fee.
- One annual Fall curbside special collection event in the city on a date mutually agreed upon by the City and hauler, at no additional fee.

RE: UTV Ordinance

To: Mayor and Members of the Council

Date: April 3, 2019

At the April 2, 2019 Council meeting, Council directed staff to come up with language for a City Ordinance that also contained the Police Departments proposed restrictions.

The Police Department has several concerns with allowing UTVs and ATVs and recommends Council not to allow UTVs/ATVs in the City of Foley.

I have spoken to other Police Chief's at the Chief Conference and they agree allowing the UTV's is a big safety concern and if they could they would not allow them in their City's either.

Our main concern is for the safety of people driving the UTVs/ATVs and for other motorists. For accidents involving a UTV/ATV verses a motor vehicle will have an increased risk of injury or even serious injury.

We are also concerned about the damage that UTVs/ATVs may cause to the parks. Public Works spends many hours a year making the parks look nice. We fear that if you allow UTVs/ATVs; even not allowed in the parks, someone will come in and tear up the grass in the parks. Whereas now with not allowing them hopefully we would stop them from riding on the streets before they would ever get to the parks.

However, if Council chooses to approve UTVs in the City of Foley we ask you to consider our following restrictions/suggestions:



Restriction	Reasoning
MN Licensed <u>UTVs</u> Only	We ask you to only allow UTVs and not ATVs for UTVs are bigger so they will be more noticeable to other motorists. UTVs also are equipped with more safety features than an ATV. ATVs are also not allowed on CSAH, which Foley does have in City limits.
Driver's License Requirement	Refer to MN State Statute
Proof of Insurance	We would have to make sure that the insurance is current and covers for use on Public property and not just private property.
Register with the City	Suggest \$50 for every 3 years and receive a sticker for their UTV that indicates they registered with the City. This is to make sure they have current insurance in case they are in an accident and have a valid driver's license. We understand that UTVs have to register with the DNR; however, not everyone may do this. This is the time we can make sure they understand the ordinance
Operations Hours of 7am – 10pm	This time restriction co-insides with the City's regular noise ordinance.
Not Allowed in Parks/Trails/Sidewalks	To try and keep the parks from getting torn up and sidewalks safe for pedestrians.
Restricted Roadways : not allowed on Dewey St, 4 <sup>th</sup> Ave, and Highways	Per State Law UTVs can cross Highways, but cannot drive on them. We also suggest not allowing them on Dewey St or 4 <sup>th</sup> Ave due to the angle parking which makes visibility more difficult when backing out. These streets are also the busier streets in town with heavier vehicle and semi traffic.
Not in residential area unless going to and from a residence or to gas station	This is to help with the possible noise complaints we may receive of UTVs just driving around a neighborhood.
Obey all Traffic Laws	
Speed Limit	Max speed on any street 30mph
Drive on the right shoulder of the roadway/yield to all motor vehicles	

Must contain and use blinkers, brake lights, headlights	This is for more safety letting other vehicles know if the UTV is planning on turning. UTVs usually come standard with brake lights and headlights but feel it needs to be listed also.
Mandatory Helmets	We feel helmets need to be worn at all times by every one of all ages. This is to better protect the people on the UTV if they are in an accident.
Lap and Shoulder Belts worn at all times	This is another request to help protect the individual in event they are in an accident.

Proposed UTV Ordinance:

\_\_\_\_\_ Utility Task Vehicle (UTV) Ordinance

Section \_\_:01 : PURPOSE. Because the operation of Utility Task Vehicles (UTVs) in an uncontrolled manner endangers the public peace, health and safety of the City's inhabitants, the City adopts the following rules to regulate the operation and use of UTVs and provide penalties for the improper use of UTVs to greatly decrease the danger and to provide greater protection to the public peace, health and safety of the inhabitants of the City while UTVs are operated and used in the City.

Section \_\_:02: DEFINITIONS. The following terms shall have the meaning ascribed to them.

Subd. 1: Utility Task Vehicle (UTV). A motorized side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has a total dry weight of 1,800 but less than 2,600 pounds as defined by Minnesota Statute 169.045 Subd. 1 (3) or successor statute.

Subd. 2: All Terrain Vehicle (ATV). A motorized vehicle with: (1) not less than three, but not more than six low pressure or non-pneumatic tires; (2) a total dry weight of 2,000 pounds or less; and (3) a total width from outside of tire rim to outside of tire rim that is 50 inches or less as defined by Minnesota Statute 84.92 Subd. 9 or successor statute.

Subd. 3: Owner. A person, other than a lienholder, having the title to a UTV, ATV, snowmobile or Recreational Vehicle and entitled to the use or possession of the vehicle.

Subd. 4: Operate. To ride in or on and control the operation of a UTV, ATV, snowmobile or Recreational Vehicle.

Subd. 4: Operator. Every person who operates or is in actual physical control of a UTV, ATV, snowmobile or Recreational Vehicle.

Subd. 5: Person. Includes an individual, partnership, corporation, the state, and its agencies and subdivision and anybody of persons, whether incorporated or not.

Subd. 6: Public Property. Any real property owned by the City including all city parks and recreation areas.

Subd. 7: Recreational Vehicle. Any self-propelled vehicle and any vehicle propelled or drawn by a self-propelled vehicle used for recreational purposes, including but not limited to snowmobile, trail bike or other all-terrain vehicle, hovercraft , or motor vehicle licensed for highway operation that is being used for off-road recreational purposes.

Section \_\_\_\_:03: OPERATION. No Person shall operate a snowmobile, ATV, or other recreational vehicle within the City limits, except that a person may operate a snowmobile or other recreational vehicle upon the ditch bottom or outside of trunk, county state aid and county highway where such highways are so configured within the corporate limits. UTVs may be operated as follows:

Subd. 1: Public Roads. UTVs shall not operate on the portion of any right-of-way of any public highway, street, road, trail or alley used for motor vehicle travel, except the most right-hand lane, (except in passing) which is used for vehicle traffic in the same direction, other than on freeways, interstate, trunk, county state aid, or county highways.

Subd. 2: Operations Hours. UTVs may only be operated between the hours of 7am – 10pm. This time restriction co-insides with the City's regular noise ordinance.

Subd. 3: Residential Areas. UTVs may not be operated in residential area unless going to and from a residence or a gas station.

Subd 4: Restricted Roads. UTVs are not allowed to operate on Dewey St, 4th Ave, and State or County Highways, except to cross such roads.

Subd. 5: Sidewalks and Boulevards. UTVs are prohibited on sidewalks and boulevards.

Subd. 6: Private Property. UTVs are prohibited on private property without specific permission of the owner or person in control of the property.

Subd. 7: Public Property. UTVs are prohibited from operating on public property other than permitted roads and parking areas. This prohibition includes parks and recreational areas.

Subd. 8: Alcohol and Drugs. No person shall operate a UTV, ATV, snowmobile or Recreational Vehicle within the City limits while under the influence of alcohol or drugs, as defined by Minnesota Statute 169A.20 or successor statute.

Subd. 9: Speed. No person shall operate a UTV at a rate of speed greater than reasonable and proper under all surrounding circumstances. No person shall operate a UTV on public roadways at speeds greater than thirty (30) miles per hour.

Subd. 10: Recklessness. No person shall operate a UTV at any place in a careless, reckless or negligent manner or heedlessly in disregard of the rights or safety of others, or in a manner so as to endanger or be likely to endanger or cause injury or damage to any person or property.

Subd. 11: Towing. No person shall operate a UTV so as to tow any person or thing in a public street or highway.

Section \_\_.04: EQUIPMENT. No Person shall operate a UTV within the City unless it is equipped with the appropriate equipment required by this ordinance and state law.

Subd. 1: Lighting. All UTVs must be equipped with functioning turn signals, rear-facing brake lights, taillights, and headlights. UTVs must have the headlights and taillights on at all times.

Subd. 2: Belt Restraints. Lap and shoulder belts must worn at all times by all operators and passengers in a UTV.

Subd. 3: Helmets. Helmets must be worn at all times by all operators and passengers in a UTV.

Subd. 4: Insurance. Every UTV must have current insurance that includes coverage for operation on public roads. A valid and current insurance card must be in the UTV at all times.

Subd. 6: City's Registration Sticker. Every UTV must display a valid City Registration Sticker.

Subd. 7: License Requirement: Refer to MN State Statute.

Section \_\_.5: CROSSING STREETS OR HIGHWAYS. A UTV may make a direct crossing of a street or highway provided:

Subd. 1: The crossing is made at an angle of approximately ninety (90) degrees to the direction of the street or highway and at a place where no obstruction prevents a quick and safe crossing.

Subd. 2: The vehicle is brought to a complete stop before crossing the shoulder or main traveled way.

Subd. 3: The driver yields the right-of-way to all oncoming traffic which constitutes an immediate hazard.

Subd. 4: In crossing a divided street or highway, the crossing is made only at an intersection of such street or highway with another public street or highway.

Section \_\_:6: EMERGENCIES. Notwithstanding any prohibitions in this Ordinance, a UTV may be operated on a public thoroughfare in an emergency during the period of time when, and at locations where; snow upon the roadway renders travel by automobile impractical.

Section \_\_:7: ANIMALS. No person shall intentionally drive, chase, harass, run-over or kill any animal with a UTV.

Section \_\_:8: TRAFFIC LAWS. City Traffic Ordinances, including but not limited to Ordinance 50, shall apply to the operation of UTVs upon streets and highways, except for those relating to required equipment and except those which by their nature have no application.

Section \_\_:9: OPERATION BY MINORS.

Subd. 1: No person under the age of sixteen (16) shall operate a UTV in the City.

Subd. 2: No owner of a UTV shall permit the vehicle to be operated contrary to the provisions of this Ordinance or state law.

Section \_\_:10: Penalty: Any person convicted of violation any provision of this ordinance is guilty of a petty misdemeanor and subject to penalty.

Section \_\_:11: ADOPTION OF MINNESOTA STATUTES. Minn. Stat. §84.81 to 84:929 and the following sections of Minnesota Statutes Chapter 169 are adopted by reference and shall be applicable to UTVs.

Curt Meyers  
274 Elm Drive  
Foley, MN 56329

April 9, 2019

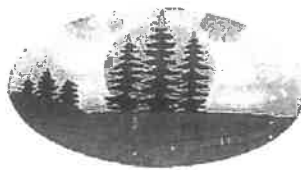
Foley City Council:

I checked with the City of Milaca to see if they had any UTV restrictions. In Milaca, you apply for a permit that includes golf carts, small trucks or UTV's. If approved, they issue you a permit for one year at no charge. This needs to be renewed annually. The city treats UTV's the same as automobiles following the same laws without any additional restrictions.

I have attached a copy of their application and my permit for your reference. I am sharing this information as this seems like a good approach for Foley as well. It benefits all parties involved, the side x side owners, the city and the police.

Thank you,

Curt Meyers



MINI TRUCK/UTV AND GOLF CART PERMIT APPLICATION  
CITY OF MILACA

Application Date: \_\_\_\_\_

Name: \_\_\_\_\_  
First Name Full Middle Name Last Name

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

☐ GOLF CART ☐ MINI TRUCK ☐ UTV

Model & Serial # : \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Each person desiring a permit for the operation of a motorized golf cart must be 18 years of age and submit an application provided by the City accompanied by an application fee as established by the city council by resolution (\$0.00). Each application shall show evidence of the name and address of the applicant and such other information as the City may require. Each permit must be renewed annually and each renewal must meet the requirements set forth. A permit may be revoked at any time if it is shown the permittee cannot safely operate the motorized golf cart on the designated routes, or, if the person has had a valid driver's license suspended, revoked or cancelled.

By signing below, I hereby authorize Milaca Police Department to access and view my MN driving record,

And, I certify that I have current insurance on said motorized golf cart, mini truck or UTV.

\_\_\_\_\_  
Signature of Applicant

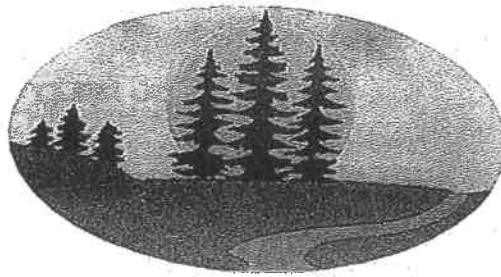
Application Received By	
Date to PD for license Check	
Date license ran	
License Check Cleared	YES NO



License Fee \$0.00

## Motorized Golf Cart Permit

License No. 2019-003



**State of Minnesota**

County of Mille Lacs

City of Milaca

}  
}  
}

LICENSE IS HEREBY GRANTED to Curtis Meyers to operate a 2018 Textron Stampede in the City of Milaca, in said county and state for the term of one year, beginning with the first day of January, 2019; subject to the laws of the State of Minnesota and the ordinance and regulations of said City of Milaca pertaining thereto.

Attest:

City Council of the City of Milaca

**Tammy Pfaff**  
City Manager

EXPIRES 12-31-19

**Harold Pedersen**  
Mayor



# Foley Police Department

## Calls for Service - 2019

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	8	10	17	11									
Equipment Vio.	19	6	39	25									
Speed	14	8	30	30									
DWI/DUI	2	3	1	1									
DAR/S/C	0	0	2	3									
# Citations Issued	*4	*4	*9	*9									
Accidents	5	7	1	0									
Hit and Run	2	0	0	0									
Gas Drive Offs	0	1	2	0									
Thefts	3	6	10	9									
Controlled Substance	2	3	0	0									
Suspicious Activity	20	15	22	19									
Burglaries/Robbery	0	0	1	2									
Medicals/Welfare	30	17	19	17									
Assaults/Domestics	5	7	5	13									
Harassment	5	7	3	2									
CDP/Vandalism	0	1	1	3									
Animal Complaints	10	3	5	7									
City Ordinance	2	1	5	8									
Parking Tickets	39	28	48	0									
Disturbing the Peace	3	4	3	10									
Gun Permits	1	1	3	0									
Warrant Arrests	1	3	0	0									
Civil	1	6	4	9									
Lockout	3	2	3	4									
Assist other Agencies	18	16	20	24									
Special Events	1	3	1	3									
Misc.	54	50	91	59									
TZD Hours	0 Hours	0 Hours	13.5 Hours	4 Hours									
Total:	248	208	336	259									

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



Building a Better World  
for All of Us®

May 1, 2019

RE: Foley, Minnesota  
2019 City Hall Alley Improvements  
SEH No. FOLEY 150673 14

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

Dear Mayor and Members of the City Council:

Quotes were opened at the SEH office at 1:00 p.m. on Wednesday, May 1, for the above-referenced improvement. The low quote was submitted by Molitor Excavating, Inc. of Waite Park, Minnesota in the amount of \$67,621.50. A complete tabulation of bids is enclosed.

We know of no reason the project should not be awarded to the low bidder for the amount of \$67,621.50.

Please contact me if you have any questions.

Sincerely,

Jarod Griffith  
Project Manager

djg

Enclosure: Bid Tabulation

c: Jon Halter, SEH (w/enclosure)

Mark Pappenfus, City of Foley (w/enclosure)

p:\f\foley\150673\1-gen\14-com\2019 city hall alley impr\2019.05.01 l seh to city project recommendation.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



## TABULATION OF BIDS

PROJECT NO.: FOLEY 150673  
NAME: 2018 CITY HALL ALLEY IMPROVEMENTS  
OWNER: CITY OF FOLEY, MN  
BID DATE: WEDNESDAY, 05/01/19 @ 1:00 P.M.

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1		2		3	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
SECTION A - JOHN STREET											
1	1.00	LUMP SUM	MOBILIZATION	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00	\$5,900.00	\$5,900.00	\$5,500.00	\$5,500.00
2	1.00	LUMP SUM	TRAFFIC CONTROL	\$500.00	\$500.00	\$800.00	\$800.00	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00
3	183.00	LIN FT	SAWCUT BITUMINOUS PAVEMENT	\$3.00	\$549.00	\$4.50	\$823.50	\$4.00	\$732.00	\$4.00	\$732.00
4	7.00	LIN FT	SAWCUT CONCRETE PAVEMENT	\$4.00	\$28.00	\$10.00	\$70.00	\$10.00	\$70.00	\$12.00	\$84.00
5	276.00	SQ YD	REMOVE BITUMINOUS PAVEMENT	\$4.00	\$1,104.00	\$3.50	\$966.00	\$8.00	\$2,208.00	\$10.00	\$2,760.00
6	38.00	SQ YD	REMOVE CONCRETE PAVEMENT	\$5.00	\$190.00	\$12.00	\$456.00	\$10.00	\$380.00	\$12.00	\$456.00
7	20.00	LIN FT	REMOVE CONCRETE CURB & GUTTER	\$5.00	\$100.00	\$8.00	\$160.00	\$10.00	\$200.00	\$12.00	\$240.00
8	133.00	CU YD	COMMON EXCAVATION (PQ)	\$25.00	\$3,325.00	\$28.00	\$3,724.00	\$20.00	\$2,660.00	\$22.00	\$2,926.00
9	37.00	LIN FT	CONCRETE CURB & GUTTER	\$25.00	\$925.00	\$25.00	\$925.00	\$50.00	\$1,850.00	\$58.00	\$2,146.00
10	268.00	SQ YD	BITUMINOUS STREET RESTORATION	\$50.00	\$13,400.00	\$28.00	\$7,504.00	\$44.00	\$11,792.00	\$25.00	\$6,700.00
11	8.00	SQ YD	BITUMINOUS ALLEY RESTORATION	\$40.00	\$320.00	\$38.00	\$304.00	\$55.00	\$440.00	\$115.00	\$920.00
12	10.00	SQ YD	BITUMINOUS DRIVEWAY RESTORATION	\$35.00	\$350.00	\$44.00	\$440.00	\$60.00	\$600.00	\$95.00	\$950.00
13	38.00	SQ YD	CONCRETE DRIVEWAY RESTORATION	\$50.00	\$1,900.00	\$54.00	\$2,052.00	\$105.00	\$3,990.00	\$105.00	\$3,990.00
14	210.00	LIN FT	4" SOLID LINE WHITE, EPOXY	\$3.00	\$630.00	\$3.00	\$630.00	\$2.00	\$420.00	\$250.00	\$52,500.00
15	10.00	SQ YD	SEEDING WITH FUTERRA EROSION CONTROL	\$20.00	\$200.00	\$35.00	\$350.00	\$30.00	\$300.00	\$23.00	\$230.00
16	10.00	SQ YD	TEMPORARY SEEDING	\$10.00	\$100.00	\$5.00	\$50.00	\$2.50	\$25.00	\$12.00	\$120.00



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OWNER: CITY OF FOLEY, MN  
BID DATE: WEDNESDAY, 05/01/19 @ 1:00 P.M.

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		MOLITOR EXC., INC.		KUECHLE		MN PAVING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
17	5.00	CU YD	TOPSOIL BORROW (LV)	\$25.00	\$125.00	\$35.00	\$175.00	\$40.00	\$200.00	\$38.00	\$190.00
18	2.00	EACH	INLET PROTECTION	\$150.00	\$300.00	\$180.00	\$360.00	\$250.00	\$500.00	\$200.00	\$400.00
19	1.00	EACH	STABILIZED CONSTRUCTION ENTRANCE	\$800.00	\$800.00	\$550.00	\$550.00	\$600.00	\$600.00	\$800.00	\$800.00
20	1.00	HR	PICK-UP STREET SWEEPER	\$150.00	\$150.00	\$100.00	\$100.00	\$200.00	\$200.00	\$200.00	\$200.00
21	47.00	LF	4' PE DRAIN TILE W/ SOCK	\$10.00	\$470.00	\$12.00	\$564.00	\$44.00	\$2,068.00	\$36.00	\$1,692.00
22	1.00	EACH	CONNECT TO EXISTING STORM SEWER	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
23	9.00	LIN FT	12" RCP, CL V 3006	\$45.00	\$405.00	\$100.00	\$900.00	\$190.00	\$1,710.00	\$115.00	\$1,035.00
24	107.00	LIN FT	18" RCP, CL V 3006	\$50.00	\$5,350.00	\$65.00	\$6,955.00	\$190.00	\$20,330.00	\$80.00	\$8,560.00
25	116.00	LIN FT	JET CLEAN STORM SEWER	\$2.00	\$232.00	\$2.00	\$232.00	\$12.00	\$1,392.00	\$14.00	\$1,624.00
26	1.00	EACH	DRAINAGE STRUCTURE 4020 (48")	\$4,000.00	\$4,000.00	\$2,900.00	\$2,900.00	\$3,400.00	\$3,400.00	\$5,000.00	\$5,000.00
27	1.00	EACH	DRAINAGE STRUCTURE DESIGN H	\$3,500.00	\$3,500.00	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00
28	2.00	EACH	INFISEILD CASTING SEAL	\$150.00	\$300.00	\$180.00	\$360.00	\$150.00	\$300.00	\$200.00	\$400.00
TOTAL SECTION A					\$44,753.00		\$44,750.50		\$69,467.00		\$109,455.00
SECTION B - ALLEY											
29	1.00	LUMP SUM	MOBILIZATION	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$4,300.00	\$4,300.00	\$2,800.00	\$2,800.00
30	1.00	LUMP SUM	TRAFFIC CONTROL	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
31	39.00	LIN FT	SAWCUT BITUMINOUS PAVEMENT	\$3.00	\$117.00	\$4.50	\$175.50	\$4.00	\$156.00	\$4.00	\$156.00



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ITEM	QUANTITY	UNIT	DESCRIPTION	1		2		3	
				ENGINEER'S ESTIMATE	MOLITOR EXC., INC.	KUECHLE	MN PAVING	UNIT COST	TOTAL
				UNIT COST	UNIT COST	UNIT COST	UNIT COST		
32	265.00	SQ YD	REMOVE BITUMINOUS PAVEMENT	\$4.00	\$1,060.00	\$3.50	\$927.50	\$8.00	\$2,120.00
33	37.00	LIN FT	REMOVE CONCRETE CURB & GUTTER	\$5.00	\$185.00	\$8.00	\$296.00	\$6.00	\$222.00
34	80.00	CU YD	COMMON EXCAVATION (PQ)	\$25.00	\$2,000.00	\$28.00	\$2,240.00	\$20.00	\$1,600.00
35	123.00	LIN FT	CONCRETE CURB & GUTTER	\$25.00	\$3,075.00	\$26.00	\$3,198.00	\$55.00	\$6,765.00
36	208.00	SQ YD	BITUMINOUS ALLEY RESTORATION	\$40.00	\$8,320.00	\$38.00	\$7,904.00	\$58.00	\$12,064.00
37	55.00	SQ YD	BITUMINOUS DRIVEWAY RESTORATION	\$35.00	\$1,925.00	\$44.00	\$2,420.00	\$54.00	\$2,970.00
38	10.00	SQ YD	GRAVEL DRIVEWAY RESTORATION	\$20.00	\$200.00	\$40.00	\$400.00	\$19.00	\$190.00
39	40.00	SQ YD	SEEDING WITH FUTERRA EROSION CONTROL	\$20.00	\$800.00	\$15.00	\$600.00	\$10.00	\$400.00
40	40.00	SQ YD	TEMPORARY SEEDING	\$10.00	\$400.00	\$5.00	\$200.00	\$2.50	\$100.00
41	10.00	CU YD	TOPSOIL BORROW (LV)	\$25.00	\$250.00	\$50.00	\$500.00	\$30.00	\$300.00
42	2.00	EACH	INLET PROTECTION	\$150.00	\$300.00	\$180.00	\$360.00	\$250.00	\$500.00
43	1.00	EACH	STABILIZED CONSTRUCTION ENTRANCE	\$800.00	\$800.00	\$550.00	\$550.00	\$600.00	\$600.00
44	1.00	HR	PICK-UP STREET SWEEPER	\$150.00	\$150.00	\$100.00	\$100.00	\$200.00	\$200.00
TOTAL SECTION B				\$25,082.00	\$22,871.00	\$32,987.00	\$28,173.00		
TOTAL SECTION A				\$44,753.00	\$44,750.50	\$69,467.00	\$109,455.00		
TOTAL SECTION B				\$25,082.00	\$22,871.00	\$32,987.00	\$28,173.00		
GRAND TOTAL BID				\$69,835.00	\$67,621.50	\$102,454.00	\$137,628.00		

### SUMMARY

TOTAL SECTION A  
TOTAL SECTION B  
GRAND TOTAL BID

\$44,753.00  
\$25,082.00  
\$69,835.00

\$44,750.50  
\$22,871.00  
\$67,621.50

\$69,467.00  
\$32,987.00  
\$102,454.00

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



Building a Better World  
for All of Us®

May 1, 2019

RE: Foley, Minnesota  
2019 Glen Street Mill and Overlay  
Improvements  
SEH No. FOLEY 150673 14

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

Dear Mayor and Members of the City Council:

Quotes were opened at the SEH office at 1:30 p.m. on Wednesday, May 1, for the above-referenced improvement. The low quote was submitted by Knife River Corporation of Sauk Rapids, Minnesota in the amount of \$169,321.10. A complete tabulation of bids is enclosed.

Knife River Corporation's bid in the amount of \$169,321.10 is more than the Engineer's estimate which was \$138,414.40. The Engineer's estimate is based on and in line with previous project bidding results. We are finding that there is an unexpected and significant jump in aggregate prices, along with a smaller concrete quantities, which resulted in the total construction quotes above the Engineer's estimate.

We know of no reason the project should not be awarded to the low bidder for the amount of \$169,321.10.

Please contact me if you have any questions.

Sincerely,

Jarod Griffith  
Project Manager

djg

Enclosure: Bid Tabulation

c: Jon Halter, SEH (w/enclosure)

Mark Pappenfus, City of Foley (w/enclosure)

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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



**TABULATION OF BIDS**

PROJECT NO.: FOLEY 150673  
 NAME: 2019 GLEN STREET MILL & OVERLAY IMPROVEMENTS  
 OWNER: CITY OF FOLEY, MN  
 BID DATE: 1:30 P.M., WEDNESDAY, MAY 1, 2019

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 KNIFE RIVER		2 MN PAVING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	57.00	LIN FT	SAWING CONCRETE PAVEMENT (FULL DEPTH)	\$5.00	\$285.00	\$8.00	\$456.00	\$8.00	\$456.00
2	197.00	LIN FT	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	\$4.00	\$788.00	\$5.00	\$985.00	\$6.00	\$1,182.00
3	237.00	LIN FT	REMOVE CONCRETE CURB AND GUTTER	\$2.50	\$592.50	\$4.00	\$948.00	\$8.00	\$1,896.00
4	45.00	SQ YD	REMOVE CONCRETE PAVEMENT	\$4.00	\$180.00	\$7.00	\$315.00	\$9.00	\$405.00
5	5.00	SQ YD	REMOVE BITUMINOUS PAVEMENT	\$2.50	\$12.50	\$6.00	\$30.00	\$15.00	\$75.00
6	3.00	EACH	ADJUST MANHOLE CASTING	\$300.00	\$900.00	\$850.00	\$2,550.00	\$1,000.00	\$3,000.00
7	2.00	EACH	ADJUST VALVE BOX	\$400.00	\$800.00	\$350.00	\$700.00	\$1,000.00	\$2,000.00
8	5,377.00	SQ YD	FULL DEPTH MILL BITUMINOUS SURFACE	\$2.50	\$13,442.50	\$3.50	\$18,819.50	\$3.35	\$18,012.95
9	5.00	SQ YD	BITUMINOUS PATCH SPECIAL	\$60.00	\$300.00	\$90.00	\$450.00	\$200.00	\$1,000.00
10	20.00	CU YD	AGGREGATE BASE (CV) CL 5	\$26.00	\$520.00	\$50.00	\$1,000.00	\$50.00	\$1,000.00
11	12.76	ROAD STA	AGGREGATE BASE PREPARATION	\$165.00	\$2,105.40	\$500.00	\$6,380.00	\$250.00	\$3,190.00
12	645.00	TON	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$72.00	\$46,440.00	\$71.00	\$45,795.00	\$81.00	\$52,245.00
13	645.00	TON	TYPE SP 12.5 WEARING COURSE MIX (3,C)	\$68.00	\$43,860.00	\$71.00	\$45,795.00	\$79.00	\$50,955.00
14	269.00	GAL	BITUMINOUS MATERIAL FOR TACK COAT	\$2.00	\$538.00	\$2.00	\$538.00	\$1.00	\$269.00
15	538.00	SQ YD	FULL DEPTH STREET RESTORATION	\$30.00	\$16,140.00	\$25.00	\$13,450.00	\$33.00	\$17,754.00
16	117.00	SQ FT	4" CONCRETE WALK W/ SAND BEDDING	\$6.00	\$702.00	\$16.00	\$1,872.00	\$11.00	\$1,287.00
17	214.00	SQ FT	6" CONCRETE WALK W/ SAND BEDDING	\$10.00	\$2,140.00	\$26.00	\$5,564.00	\$15.00	\$3,210.00
18	237.00	LIN FT	B618 CURB AND GUTTER	\$16.00	\$3,792.00	\$50.00	\$11,850.00	\$48.00	\$11,376.00
19	39.00	SQ FT	TRUNCATED DOMES	\$50.00	\$1,950.00	\$100.00	\$3,900.00	\$80.00	\$3,120.00
20	1.00	LUMP SUM	TRAFFIC CONTROL	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$8,009.01	\$8,009.01
21	1.00	LUMP SUM	TURF RESTORATION	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
22	1,057.00	LIN FT	4" DOUBLE SOLID LINE YELLOW - EPOXY	\$0.50	\$528.50	\$2.80	\$2,959.60	\$2.00	\$2,114.00
23	22.00	LIN FT	24" SOLID LINE WHITE - EPOXY	\$4.00	\$88.00	\$7.00	\$154.00	\$8.34	\$183.39
24	162.00	SQ FT	ZEBRA CROSSWALK WHITE - EPOXY	\$5.00	\$810.00	\$5.00	\$810.00	\$6.00	\$972.00
<b>GRAND TOTAL BID</b>					<b>\$138,414.40</b>		<b>\$169,321.10</b>		<b>\$187,211.35</b>

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2909 South Broadway  
Rochester, MN 55904  
P: 888-724-1766  
F: 507-288-8877

### Flooring Proposal for the City of Foley

Cost per Service Co-op Contract 17.5 Flooring

	Remix Collection \$35.50/vd	Quadrus Brush Entry Carpet \$65.00/vd	Take-up & haul old carpet \$4.00/vd	Remove old glue \$.35/sf	Vinyl Base \$2.50/ft	Move & reset files/desk \$94.00/hr	Move Book stacks	Reducer \$7.00/ft	Floor Fill Allowance \$134/bag
Main									
Corridor 94	—	\$ 6,110.00	\$ 367.00	\$ 296.10	\$ 480.00	—	—	\$ 42.00	\$134.00 \$ 7,438.10
City Office 137	\$ 4,865.50	—	\$ 548.00	\$ 431.55	\$ 670.00	—	—	\$ 21.00	\$134.00 \$ 7,514.05
Council 158	\$ 5,609.00	—	\$ 632.00	\$ 497.70	\$ 465.00	—	—	—	\$134.00 \$ 7,713.70
Library 392	\$ 13,916.00	—	\$ 1,568.00	\$ 1,234.80	\$ 600.00	\$ 1,800.00	\$ 1,800.00	\$ 21.00	\$268.00 \$ 20,911.80 — <u>Deferred</u>
Police 62/36	\$ 2,201.00	\$ 2,340.00	\$ 392.00	\$ 308.70	\$ 525.00	—	—	\$ 42.00	\$134.00 \$ 6,506.70
Fire Chief 40	\$ 1,420.00	—	\$ 160.00	\$ 126.00	\$ 180.00	—	—	\$ 21.00	— \$ 2,189.00
Fire									
Meeting 99/15	\$ 3,514.50	\$ 975.00	\$ 432.00	\$ 346.50	\$ 345.00	—	—	\$ 84.00	\$134.00 \$ 6,207.00
									\$ 58,480.35

Submitted By:

*Dave Bahr lib*

Dave Bahr  
Hiller Commercial Floors  
April 19, 2019  
DB/lib

29,172.55 — General Fund  
CIP

8,396.00 — Fire Fund

# PURCHASE ORDER

BUYER:  
CITY OF FOLEY  
251 4<sup>th</sup> AVENUE NORTH  
FOLEY, MN 56329

VENDOR:  
ROSENBAUER MINNESOTA LLC  
P.O. BOX 549  
WYOMING, MN 55092

DATE: MARCH 8, 2019	PAYMENT TERMS: AS PER CONTRACT
DELIVERY: AS PER CONTRACT	

ONE (1) ROSENBAUER HEAVY DUTY WALK IN RESCUE BODY	\$ 393,901.00
ONE (1) ROSENBAUER COMMANDER 4000 CAB & CHASSIS	<u>\$ 266,799.00</u>
TOTAL COST OF APPARATUS	\$ 660,700.00

PURCHASING THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE  
PURCHASING AGREEMENT, CONTRACT FS12-15 FOR YEARS 2017 - 2019.

ITEM'S PRODUCT CODE: VD10

NOTE: VEHICLE PRICE INCLUDES HGAC ADMINISTRATION FEE

\_\_\_\_\_  
CITY OF FOLEY, MN





To: City of Foley  
251 4th Ave. N  
Foley, MN 56329  
Ref: HGAC Contract FS12-17

Date: 03-08-19

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Foley, MN, hereinafter called the BUYER and an officer of Rosenbauer Minnesota LLC, Wyoming MN a division subsidiary of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

Rosenbauer Heavy Duty Walk In Rescue Body	\$393,901.00
Rosenbauer Commander 4000 Custom Chassis	\$266,799.00**
<b>TOTAL ...</b>	<b>\$660,700.00**</b>

**Six Hundred Sixty Thousand Seven Hundred Dollars and 00/100.**

All of which are to be built in accordance with the specifications and drawing attached which are made a part of this agreement and contract. **Total contract price includes required HGAC inter-local agreement fee. No other taxes or fees apply.**

**\*\*Chassis portion progress payment will be due upon its completion or additional finance charges will apply.**

**Delivery:** The estimated completion time for the completed apparatus, is to be made by 395 calendar days after receipt of and approval of this contract duly executed. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no major changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer after the completed pre-construction process will be cause for a notification of an increase in the number of days required to build said apparatus.

**Payment Terms:** Final payment for the apparatus shall be made at time of final inspection and pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to pick up. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon pick up of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same.

The amount in this proposal shall remain firm through April 30, 2019.

Respectfully submitted,

**BUYER**

We accept the above Proposal and enter into contract with signature below.

**CITY OF FOLEY, MN**

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.

**ROSENBAUER MINNESOTA LLC.**

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 05-07-19 COUNCIL MEETING  
**DATE:** MAY 2, 2019

---

### **Consent Agenda**

An updated emergency operations plan is included in the approval on your consent agenda. These updates are being provided by Chief McMillin and have been reviewed by the county emergency manager. The council should have received a hard copy of the full plan.

A list of disposals of equipment are included on the consent agenda. Staff is requesting approval of these disposals prior to taking to public auction.

Another transfers resolution is included in your packet. During this year's audit we decided to clean up a couple funds that have been outstanding for a few years and that were slowly being paid back with assessments. I'm requesting transfers from the water/sewer funds to help with project expenditures from 2015 and 2016 related to streets, water and sewer, some which were unbonded projects. This would eliminate the need for a due to/from and clean up these accounts. Future assessments collected would be allocated to the appropriate funds by the project expenditure. I'm also requesting a small transfer (\$2,050) to cover a small negative cash resulting from another due to/from. These should complete are necessary year end transfers. The audit overall went very well and we expect a full report at the June meeting.

### **Public Hearing – Zoning Ordinance Amendments (Hoop/Tubular Buildings)**

Planning is recommending some amendments to our zoning ordinance which regulates hoop/tubular buildings. Please read through the ordinance included in your packet for the specific changes.

### **Solid Waste Hauling Request for Proposals**

Proposals were opened this morning and included in your packet. The council can have a discussion on the proposals but staff recommends making a decision at the meeting to allow time for any transition that would need to occur.

### **Discussion on UTV Ordinance**

A draft UTV ordinance is included in your packet. This ordinance was drafted by Chief McMillin and then reviewed by our city attorney with input also provided by our county attorney. With our city attorney review, we did discuss that although a public hearing is technically not required, we do recommend a public hearing be held prior the adoption of this type of ordinance. This would ensure everyone has an opportunity to review and comment before the council makes its final decision.

### **Discussion on Glen Street & City Hall Alley Quotes**

The quotes for these 2 projects are included in your packet. Staff will provide you with additional information and a recommendation at the meeting.

### **City Hall Carpet Replacement**

Part of the CIP for this year included funds for carpet replacement at city hall. We have had a couple different vendors look at the carpet and provided you with a state bid quote from Hiller who is a part of the Resource Training & Solutions purchasing group. The costs are more than we have budgeted for so staff is recommending proceeding with only the city hall half of the building which includes city admin, the hallway, council chambers and police department. After discussion with the library personnel we will defer that portion of the building for a couple years when we can put away more funds in the CIP. The fire department is also requesting to move forward with carpet replacement in their building and will use CIP funds in this year and defer heating/cooling improvements. If the council approves moving forward, we will schedule installation in the fall. Please keep in mind, this carpet installation may require disruption of city hall services and possibly a day or two closure of city hall.

### **Update on Pool**

We are slowly moving into spring and hopefully summer shortly after. Our pool manager will be Amelia Winkelman with Emma Brenny assisting. Both are returning from last year. We have advertised for lifeguards and swim instructors and interviews for new employees will be occurring next week. Swim lesson registration will be online again this year, running May 15-29. The pool will officially open for the season on June 5<sup>th</sup>.

### **Discussion on fire truck replacement**

I have been working with members of the fire department on funding a fire rescue truck. Funding has been a bit more difficult as the CIP of the fire department only had projected \$425,000 for the purchase of this vehicle which is now quoted at \$661,000. One thing I have been working with department heads on is focusing on funding capital equipment with cash and financing only large street or infrastructure projects.

When spending a significant amount of cash, we need to consider a lot of factors:

- What type of contingency is needed to handle emergencies and ensure the successful operation of the department? We need to make sure essential services are maintained at all times.
- What are the pros and cons of financing versus spending reserves? What are the cost considerations of each?
- What impact will the spending of reserves have on credit rating or the overall health of the city? We need to ensure our credit rating is preserved as cash reserves play a significant source in the analysis. Spending can occur and is sometimes needed, but we need to be mindful on how much.

Based on review of these factors and consultation with our fiscal advisor (Northland Securities) and our auditors I am comfortable with spending fire reserves for this purchase but only with a clearly defined plan. This plan would also require a "loan" from the expendable trust fund to ensure that cash reserves are on hand for the fire fund in the interim. The expendable trust is a fund with cash proceeds from the sale of our old liquor store. This loan of \$200,000 would be paid back over the course of 5 years. The payback plan would also provide some replenishment of cash to the fire fund. Essentially, a fire truck levy of \$60,000 would be present in the budget with the funds earmarked for this repayment and replenishment of funds.



The bottom-line impact to this plan is the spending of cash, \$661,000 over the next year. Repayment of approximately \$300,000 of this cash would be levied back over the course of the next 5 years. It should also be noted that we have been funding the capital improvement plan in the fire fund over the past few years preparing for this expense so an expenditure of cash has been anticipated. In reviewing the costs of financing versus what we are making on investments, I believe this is the better alternative to make this purchase.

#### **Update on Facility Plan**

Staff will provide an update on the facility plan at the meeting.

#### **Upcoming Reminders:**

- **June 4** – Next council meeting – will include audit report, liquor and tobacco renewals
- **June 15** – Benton County Amnesty Days – please contact the county for more information on the this clean up event.
- **June 17-19** – Foley Fun Days!
- **July 9** – Please note the July council meeting is moved to the second Tuesday due to the holiday week. There is no meeting on July 2<sup>nd</sup>.