



**City Council – Meeting Agenda
June 4, 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 May 7, 2019.
 - Approve year-end pool performance review program.
 - Approve renewal of SRO Agreement with Foley Schools for period of July 1, 2019-June 30, 2020.
 - Approve Garbage Hauling Contract with Republic Services.
 - Approve payment of bills.
5. 2018 Audit Report – Schlenner & Wenner
6. Public Hearing – Approve Annual Liquor Licenses
 - On Sale Liquor: Mr. Jim's, Foley American Legion, and Stone Creek.
 - Sunday On Sale Liquor: Mr. Jim's, Foley American Legion, and Stone Creek.
 - Off Sale Liquor: Coborn's Inc., Foley American Legion, and Super Spirits.
 - Non-enclosed Premises On Sale Liquor: Foley American Legion, Stone Creek and Mr. Jim's.
 - Temporary Liquor Licenses:
 - Foley Lion's Club, to be used June 17-19, 2019 for Foley Fun Days.
 - St. John's Church, 621 Dewey Street, to be used July 21, 2019.
 - Foley Chamber of Commerce, 329 Oak Drive, to be used for Oktoberfest on September 21, 2019.
7. Approve Annual Tobacco Licenses
 - Brenny Oil
 - Casey's General Store
 - Coborn's
 - Coborn's Liquor
 - Little Dukes
 - Family Dollar
 - SuperAmerica
 - Super Spirits
 - Dollar General
8. Public Hearing – Vacation of 4th Avenue West
 - Adopt Resolution #2019-06 Vacating 4th Avenue West



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9. Public Hearing – UTV/ATV Ordinance
 - Discussion on UTV/ATV Ordinance
 - Adopt Ordinance #444 – Regulating UTV/ATV Vehicles
10. Discussion on seatbelt requirement on golf carts.
 - Adopt Ordinance #445 – Amending Section 1015, Subd. 4 - Adding a Requirement of Seat Belts
11. Mayor's Comments & Open Forum
12. Department Reports:
 - Police Department –Katie McMillin
 - City Engineer – Jon Halter
 - Public Works – Mark Pappenfus
 - Administration – Sarah Brunn
13. Old Business
 - Update on Wastewater Facility Plan
14. New Business
 - Discussion on Insurance Agent RFP.
15. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – May 7, 2019

The Foley City Council held a regular meeting on May 7, 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 Swanson, to approve the agenda. Motion carried, unanimous.

Consent Agenda

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

- 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 paid for by checks #51278 – # 51353.

Motion carried, unanimous.

Public Hearing – Zoning Ordinance Amendments

Mayor Bettendorf recessed the regular city council meeting at 5:32 p.m. to conduct the public hearing on zoning ordinance amendments on hoop/tubular buildings. No one spoke. Mayor Bettendorf reconvened the regular city council meeting at 5:33 p.m. Motion by Gondeck, seconded by Musachio, to adopt Ordinance #433 – Amending Zoning Ordinance to regulate hoop/tubular buildings and approve summary publication. Bettendorf, Gondeck, Musachio, Brosh – aye. Swanson – nay. Motion carried.

Garbage Contract -

Councilmember Swanson asked if anyone from Advanced Disposal was at the meeting and questioned if a contract would be honored by Waste Management if a merger would occur. Jim Smith from Advanced Disposal spoke to the council but indicated little details of the merger have been presented. Jon Synder, Republic Services was at the meeting and answered a question regarding where the garbage is taken. Musachio also asked if staff had any recommendations or comments. Brunn indicated that if a contract is undertaken with Advanced that attorney recommendations be considered but indicated two of the proposals were very similar in costs. Synder reviewed some of the options in their proposal and detail on the recycling options. Motion by Brosh, seconded by Gondeck, to recommend a contract with Republic Services. Gondeck indicated support for either recycling options with Republic. Swanson expressed concern with the recycling charges as of late. Brosh indicated support with a bag or tag system. Gondeck indicated a desire to have two trucks in town like proposed by Advanced. Gondeck, Brosh, Swanson – aye. Bettendorf, Musachio – nay. Motion carried. Staff will work with Republic to transition to their service.

Discussion on UTV Ordinance

Musachio questioned if Chief McMillin had made any changes to her recommendation of not allowing ATVs and only considering UTVs. Chief McMillin indicated concerns for both types of vehicles operating in town. Gondeck reviewed concerns with both vehicles and considerations for safety. Swanson indicated ATVs and UTVs are both licensed through the DNR and believes there should not be a license fee. Swanson continued that safety requirements should be based on the state requirements, such as the sample Albany ordinance. Brosh indicated support for both UTVs and ATVs and support of the Albany sample ordinance. Swanson expressed concerns over the restrictions creating more work for the existing police department. Musachio indicated concern over pedestrian safety and has some concerns with noise of the vehicles. Bettendorf indicated a desire to hold a public hearing prior to official adoption even though it is not required. Motion by Musachio, seconded by Gondeck, to set a public hearing for the next meeting. Gondeck, Musachio, Bettendorf, Swanson – aye. Brosh – nay. Motion carried. Brunn questioned if any changes should be made to the ordinance prior to the June meeting. Brosh suggested dropping mandatory helmets for UTVs. Swanson indicated desire to drop the ordinance and go with state regulations only. Chief McMillin indicated the council can reach out to her directly to make additional suggestions. Gondeck requested language on requiring seat belts for golf carts as well be added.

Brunn requested the council clarify which option on the Republic proposal. Motion by Brosh, seconded by Gondeck, to approve option 1 of the Republic Services garbage proposal. Motion carried, unanimous.

Department Reports

Police Chief Katie McMillin reviewed the monthly law enforcement report. McMillin indicated a new seat belt law coming into effect and also the end of school year schedule. The council questioned how the offense is punished and indicated support for enforcement by the department.

City Engineer Jon Halter updated the council on the Dewey Street project. Work has begun on the punch list with final paving early to mid-June and hope to finalize before Foley Fun Days. Halter did indicate that the parade will be adjusted this year to protect the newly seeded lawns.

Halter presented quotes on the city hall alley project and Glen Street overlay. The low alley quote was \$67,621.50, just under the engineer's estimate. The project could be split into two sections if the council only decided to proceed with the John Street side. Staff is still doing more review on that project.

Halter then presented quotes on a Glen Street overlay. The low quote was \$169,321.10 which was over the engineer's estimate of \$138,414.40. Brosh questioned some of the curb and pedestrian work costs. Gondeck asked about the timing of the blacktop. Halter reviewed some contingency in the specifications. Brunn reviewed funding options and indicated not enough is available in the budget so the Glen project would require reserve funds be spent. Motion by Swanson, seconded by Musachio, to approve City Hall alley work low quote. Motion carried, unanimous. Motion by Musachio, seconded by Bettendorf, to approve Glen Street low quote. There was discussion on if this project could be deferred but the council expressed concern with continually rising constructions costs. Gondeck, Musachio, Swanson, Bettendorf – aye. Brosh – nay. Motion carried.

Mark Pappenfus, Public Work Director updated the council on spring activities of the department.

Brunn provided an update on the planned carpet replacement at City Hall. Due to not enough money being budgeted, only the city hall, main hallway and police department will be replaced this year. The library will be deferred a couple more years. Motion by Musachio, seconded by Brosh, to approve carpet quote of \$29,172.55 for the general fund and \$8,396.00 for the Fire Hall. The fire hall replacement will be paid out of the fire department fund. Motion carried, unanimous.

Brunn also update the council on the swimming pool, updates to the PouchTec discharge agreement, and wastewater capital investment committee presentation that is being planned for later this year. Brunn also asked the council how they would like to proceed with requests for city insurance agent representation. The council indicated it is only fair to take proposals on the representation since there is interest from multiple agents and it has not been done. Staff will prepare the requests and bring forward to the council at a later date.

Mark Pappenfus – Fire Chief and Larry Nadeau – Assistant Fire Chief gave an overview for a request for a new rescue truck for \$661,700. Brunn reviewed the financial impacts and how the funding would occur, which requires the spending of cash and also a loan from the expendable trust fund that would be paid back over the course of five years. Motion by Swanson, seconded by Gondeck, to approve the purchase of the truck. Motion carried, unanimous.

Old Business

Brunn updated the council on the wastewater project work. AE2S is working on an analysis of the facility plan and preferred alternative for the council and a report in June is expected. Brunn also indicated that she spoke to staff at St. Cloud and they almost have a formula or process finalized for how the connection fee will be determined and will receive that information in the coming weeks. A final connection fee is anticipated this summer. Staff indicated to St. Cloud that a final connection fee is needed prior to a decision being made on the design process which the council will make in September.

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

Sarah A. Brunn, Administrator

Foley Municipal Pool – Year End Performance Evaluation

5 = Excellent – Individual preforms all tasks in an exceptional manner

4 = Good – Individual performs many tasks above average, and other tasks adequately.

3 = Satisfactory – Individual performs all tasks satisfactorily

2 = Fair – Individual performs most tasks satisfactorily, but not all.

1 = Unsatisfactory – Individual fails to perform many tasks well.

**Meeting basic job requirements/duties satisfactorily qualifies for a “3” rating. In order to achieve a higher rating, employee must make significant contributions which go above and beyond normal job duties.*

PART 1:

Overall Performance Evaluation – Productivity/Initiative/Time Management/Quantity and Quality of Work

Score each statement from 1-5 and explain why, and provide specific examples or comments on performance below.

_____ Employee showed up to work on time and ready to work every day.

_____ Employee remained focused on their job and not distracted by other employees, patrons or cell phones.

_____ Employee rarely called in to miss a shift. If a shift was to be missed, employee arranged for a sub or notified the supervisor many days in advance to help find a replacement.

_____ Employee was eager to help in any way they could (even if the job was not specifically assigned to them) and may have even offered suggestions to improve processes to help the team.

_____ Employee made positive contributions to the entire team and worked well with all members of the team.

_____ Employee demonstrated a positive attitude when working with all customers and employees, treated everyone with respect and demonstrated professionalism in the workplace.

_____ **TOTAL (30 possible) - up to 5 points for each category**

PART 2:

Lifeguarding Hours Worked

- Has the employee worked at least 175 lifeguarding hours (or should this be 180) during the course of the season?

*Total Hours Worked: _____

_____ **TOTAL (35 points possible)** – All or none possible

WSI Teaching Hours Worked

- Has the employee worked at least 80 hours of actual teaching (not counting paperwork) during the season and not missed more than 2 class sessions? *i.e. one class session is 1 session of one specific class (i.e. 9:50 level 1), not one whole group of classes.*

*Total Hours Worked: _____ Only missed 2 or less classes? _____

_____ **TOTAL (35 points possible)** – All or none possible

**The hours for lifeguarding and teaching will be verified by Payroll*

Grand Total of Points: _____ **(100 total points possible)**

Over 60 points is eligible for \$25 one-time performance pay.

Over 90 points is eligible for \$50 one-time performance pay.

Once reviewed with employee it must be signed by all below and submitted to payroll for processing.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

City Administrator Signature: _____ Date: _____

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made July 1, 2019, by and between FOLEY INDEPENDENT SCHOOL DISTRICT #51 ("DISTRICT") and the CITY OF FOLEY ("CITY") as follows:

WHEREAS, the DISTRICT agrees to purchase services from the CITY and the CITY agrees to provide and manage a School Resource Officer Program to and for the DISTRICT, consisting of not less than one full-time School Resource Officer (SRO), a vehicle, necessary supplies and equipment and DISTRICT agrees to reimburse the CITY for 50% of the officer's wages and benefits in providing said SRO Program; and

WHEREAS, the DISTRICT and the CITY desire to set forth in this Agreement the general terms and conditions of the services to be performed by the SRO in DISTRICT's facilities.

NOW, THEREFORE, the parties agree as follows:

1. Goals and Objectives

It is understood and agreed that DISTRICT and CITY officials share the following goals and objectives with regard to the SRO Program in the schools:

A. Education

- (1) Provide classroom support in the area of safety, distracted driving, chemical use, and law enforcement in the community.
- (2) Presentations to classrooms, faculty, administration, or other groups regarding criminal justice issues.
- (3) The SRO may collaborate with DARE program.

B. Information

- (1) Inform school personnel about community law enforcement trends.
- (2) Keep school officials informed about relevant changes in laws.
- (3) Provide school administrators with information on ongoing investigations that concern school issues or might affect decisions that administrators make.
- (4) Attend staff meetings as a support for school personnel when requested.
- (5) Collect relevant interaction data.

C. Prevention

- (1) Be present during non-structured student time: passing times, lunches, parking lots, assemblies, and student arrival and dismissal.
- (2) Support all buildings including Foley Elementary, Foley Intermediate, Foley High School, Alternative Learning Center, and Foley District Office.
- (3) The expectation is that the SRO will project a positive image of the law enforcement profession and build relationships with students and staff.

D. Intervention

- (1) Intervene violent behaviors by students.
- (2) Protect students and school staff from acts of violence.
- (3) Intervene with chemical use issues.
- (4) Provide support for weapons violations.
- (5) Provide support for intruder procedures.

2. Employment and Assignment of the School Resource Officer

A. The CITY agrees to employ a School Resource Officer (SRO) during the term of this Agreement subject to the following provisions:

- (1) Compensation from the DISTRICT to the CITY in accordance with the terms of this Agreement to cover 50% of the costs of the SRO as provided in Exhibit A, which shall be annually updated by the CITY. Compensation shall be prorated for the initial term and any future partial term. Compensation shall be paid by the DISTRICT to the CITY in four (4) quarterly installments due at the beginning of each quarter.
- (2) The CITY has a police officer available for deployment to DISTRICT. In the event of a reduction or restructuring of the police department's workforce which results in the reassignment of the SRO or the loss of this program, this Agreement shall be considered null and void after thirty (30) days written notice to the DISTRICT. Any prepaid compensation extending beyond the expiration of the 30-day notice will be refunded to DISTRICT by the CITY.
- (3) The SRO shall be an employee of the CITY's Police Department and shall be under the administration, supervision, and control of the CITY, subject to the terms and conditions of this Agreement. The SRO shall be subject to all other personnel policies and practices of the Foley Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

- B. The CITY, in its sole discretion, shall have the power and authority to appoint, remove and discipline SROs. The SRO shall be assigned by the CITY to the DISTRICT. Specifically assigned tasks will determine where the SRO will report to on any given day, however, the SRO will be prepared to serve in any of the schools in the district as demands arise.
- C. In the event that the SRO is absent from work, the SRO shall notify both the supervisor in the Foley Police Department and the Superintendent or the Superintendent's designee. A substitute officer shall not be provided during the short term absence of the SRO.
- D. During the summer months and other periods when school is not in session, the SRO will be required to perform work outside of the DISTRICT as assigned by the CITY. The SRO will be allowed such reasonable time in the beginning of June to complete unfinished tasks and, at the end of August to prepare for the following school year.

3. Duty Hours

- A. An SRO shall be assigned to the school on a full-time basis. Specific SRO duty hours shall be set by mutual agreement between the DISTRICT and the CITY.
- B. It is understood and agreed that the time spent by the SRO attending court for juvenile and criminal cases arising from or out of the SRO's assignment as an SRO is encompassed by this Agreement.
- C. The SRO will only be called away from duties for the school district under emergency conditions, training, and short term policing needs of the City of Foley.

4. Duties of School Resource Officers

- A. The SRO shall assist the school administration in developing plans and strategies to prevent and minimize dangerous situations that may occur on campus, and also address other issues determined important by the school administration.
- B. The SRO shall present programs on various topics to students. Subjects shall include a basic understanding of law, role of law enforcement, drug awareness, distracted driving, sexual assault, anger management, and the mission of law enforcement.
- C. The SRO is encouraged to interact with students on an individual basis and in small groups.
- D. The SRO shall be available for conferences involving teachers, parents and faculty.
- E. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families, and make referrals to agencies when necessary.
- F. The SRO shall take law enforcement action when necessary.

- G. The SRO shall communicate with school administration to make them aware of arrest or crime.
- H. The SRO shall notify the principal or their designee before removing a student from school.
- I. The SRO can take law enforcement action against intruders and unwanted guests who appear on school property.
- J. The SRO shall conduct investigations of crimes which occur at school and use other resources, if needed, for follow-up investigations.
- K. The SRO shall not be used as a school disciplinarian. If school administration believes an incident is a violation of the law, they may contact the SRO to see if law enforcement action is needed.
- L. The SRO shall follow the Foley Police Department's Standard Operating Procedures when confiscating drugs from students on school property.
- M. The SRO shall follow the guidelines of the Minnesota Statutes, case law, School Board Policy and the Foley Police Department's Standard Operating Procedures in regards to investigations, interviews and searches relating to juveniles.

5. Dress Code

- A. The SRO shall wear either a Foley Police Department issued uniform or other attire as mutually approved by the school administration and Police Chief.

6. Supplies and Equipment

- A. The CITY agrees to provide all necessary equipment and supplies for the SRO to function as a licensed peace officer including; a police vehicle and related equipment.
- B. The DISTRICT agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of administrative duties. In addition, the SRO will be provided a private office within the school that is accessible by the students. The SRO shall also be provided a desk, telephone, computer and access to a printer and fax machine. The SRO shall also be provided with a lockable cabinet of space for securing evidence or other controlled materials.

7. Firearms

- A. The SRO shall at all times carry a duty firearm. No firearms shall be stored in the school. A duty rifle may be stored in the SRO's police vehicle

8. Investigations, Interrogations, Search and Arrest Procedures

- A. The SRO shall act in a professional manner at all times and will follow practices and procedures established by applicable local, state and federal laws concerning the interrogation, search and arrest of students or others suspected of committing criminal offenses or participating in other misconduct. Upon arrest of a student, the SRO shall notify school administration before removing any student from campus.

9. Information Exchange

- A. The SRO and DISTRICT shall cooperate in ensuring the privacy of students pursuant to MSA § 260B.171, Subd. 5(e) and all other applicable laws and regulations.
- B. School officials shall allow the SRO to inspect and copy any public records maintained by the school, including student directory information such as yearbooks.
- C. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.

10. Term of Agreement

- A. The initial term of this Agreement shall end on July 1, 2020. The Agreement may be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 1st of the initial or any succeeding term.

11. Insurance and Indemnification

- A. The CITY and DISTRICT shall each purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in any amount of not less than One Million Dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the Agreement.
- B. Except for claims arising out of the willful or negligent act of the other party or its representatives, each party shall indemnify and defend the other party against all claims, expenses, and liabilities incurred, including reasonable attorney fees, related to claims for loss of life, personal injury, and damage to property arising out of any occurrence in, upon or at the School District properties in accordance with the execution of the School Resource Officers' duties under this contract.

12. Evaluation

- A. It is mutually agreed that the DISTRICT shall regularly communicate with the CITY on the effectiveness of the SRO Program and the performance of the SRO. It is further

understood that the DISTRICT evaluation of the SRO is advisory only and that the CITY retains the final authority to evaluate the performance of the SRO.

{Signatures on following pages}

IN WITNESS WHEREOF, the parties hereto have caused this School Resource Officer Agreement to be executed the day and year first written above.

MAYOR, CITY OF FOLEY

DISTRICT 51 SUPERINTENDENT

By: _____

By: _____

CITY ADMINISTRATOR, CITY OF FOLEY

DISTRICT 51 BOARD CHAIRPERSON

By: _____

By: _____

EXHIBIT A**(2019 Estimated SRO Cost)**

| Entry-Level Resource Officer | | | | | |
|-------------------------------------|-------------|----------------------|---------------------------------|--|--|
| Benefit | Rate | Annual Salary | | | |
| Step | 1 | 2080 Hrs | | | |
| Annual Salary | \$18.79 | \$ 39,083.20 | | | |
| Vacation, Sick, Holiday | 244 | \$ 4,584.76 | | | |
| Medicare | 1.45% | \$ 633.19 | | | |
| PERA | 16.95% | \$ 6,624.60 | | | |
| Health Ins | \$1,236.02 | \$ 14,832.24 | | | |
| Dental Ins | \$118.25 | \$ 1,419.00 | | | |
| Life Ins | \$13.00 | \$ 156.00 | | | |
| LTD Ins | \$30.00 | \$ 360.00 | | | |
| Training | | \$ 1,210.00 | | | |
| SRO Training | | \$ 1,000.00 | | | |
| Taser/Equipment | | \$ 1,000.00 | | | |
| Cell Phone | | \$ 1,000.00 | | | |
| Squad Computer/Verizon Service | | \$ 2,000.00 | | | |
| Uniforms | | \$ 1,432.07 | | | |
| Fuel | | \$ 300.00 | | | |
| Squad Car & Fuel | | \$ 6,700.00 | Squad costs spread over 6 years | | |
| Misc | | \$ 1,000.00 | | | |
| Total Annual Benefit | | \$ 83,335.06 | | | |

REFUSE COLLECTION SERVICE AGREEMENT

This Agreement between the City of Foley, a Minnesota municipal corporation (the "City") and Allied Waste Services of North America, LLC, a Delaware limited liability company doing business as Republic Services of Sauk Rapids (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 or any other regulated waste.

Recyclable Material: Recyclable Material consists of any material or substance at Facility that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous metal food/drink containers, glass bottles and jars, plastic bottles and containers, cardboard, and paper, but does not include Prohibited Waste.

Holidays: Thanksgiving Day and Christmas Day. Changes to the holiday schedule are subject to change if City and Contractor mutually agree to changes.

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.

Solid Waste: Solid Waste is any nonhazardous solid waste generated at Facility that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Prohibited Waste.

Applicable Law: Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

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. **Extension.** The parties may mutually extend this Agreement for five additional years beginning July 1, 2024. To extend this Agreement, the parties shall both execute an extension document by April 1, 2024.
4. **Incorporation of RFP Response from Contractor.** In addition to the terms of this Agreement, the City has relied on the representations from the Contractor's 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.

5. **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.
6. **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.
7. **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 website 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 Mondays.
- (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."
- (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 contractor for this type of disposal service.
- (n) Title to Waste. Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for Prohibited Waste shall at no time pass to Contractor or the City, except any prohibited waste collected from the City shall remain its responsibility.
- (o) Right to Refuse or Reject Prohibited Waste. If Prohibited Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire waste container that contains the Prohibited Waste. In the event Prohibited Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Prohibited Waste at a facility authorized to accept such Prohibited Waste in accordance with Applicable Law and charge the depositor or generator of such Prohibited Waste for all direct and indirect costs incurred due to the removal,

remediation, handling, transportation, delivery, and disposal of such Prohibited Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Prohibited Waste and to collect the costs incurred by Contractor in connection with such Prohibited Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Prohibited Waste, except to the extent that such Prohibited Waste is determined to be attributed to the City.

8. **Commercial Service Costs.** The cost for commercial refuse and recycle 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 and Recycle 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 \$12.00 per month.
- ii. The rate for 90-95 gallon containers shall be \$12.00 per month.
- iii. The rate for 90 gallon every other week recycling shall be \$9.00 per month.
- iv. The rate for a 1 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$41.22 per month.
 - 2) Two Pickups/Week: \$82.43 per month.
 - 3) Three Pickup/Week: \$123.65 per month.
- v. The rate for a 1.5 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: N/A per month.
 - 2) Two Pickups/Week: N/A per month.
 - 3) Three Pickup/Week: N/A per month.
- vi. The rate for a 2 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$64.40 per month.
 - 2) Two Pickups/Week: \$115.95 per month.
 - 3) Three Pickup/Week: \$193.20 per month.
- vii. The rate for a 3 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$76.00 per month.
 - 2) Two Pickups/Week: \$140.43 per month.
 - 3) Three Pickup/Week: \$228.00 per month.
- viii. The rate for a 4 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$87.60 per month.
 - 2) Two Pickups/Week: \$164.90 per month.
 - 3) Three Pickup/Week: \$247.30 per month.
- ix. The rate for a 6 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$115.95 per month.
 - 2) Two Pickups/Week: \$216.40 per month.
 - 3) Three Pickup/Week: \$324.60 per month.
- x. The rate for a 8 cubic yard dumpster shall be as follows:
 - 1) One Pickup/Week: \$217.73 per month.
 - 2) Two Pickups/Week: \$407.05 per month.

- 3) Three Pickup/Week: \$610.55 per month.
- (b) Compactors. The rate for a 30-yard, self-contained trash compactor.
 - 1) \$132.00 per haul plus disposal at \$70.82/Ton plus ERF & FRF. Does not include rental cost.
- (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.

9. **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 \$12.00 per month.
 - ii. The rate for 60-65 gallon containers shall be \$12.00 per month.
 - iii. The rate for 90-95 gallon containers shall be \$12.00 per month.
 - iv. The rate for 65-90 gallon recycling every other week shall be \$3.00 per month plus \$.84 processing for a total of \$3.84. City's processing rate assumes that, on average, City's Recyclable Material consists of no more than 20% unacceptable material (the "Unacceptable Material Threshold"). This processing rate is subject to Annual Increase in Section 10.
 - v. The rate for a bag system shall be \$3.00 per unit.
- (b) Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are above the Unacceptable Material Threshold for two (2) consecutive months, Company will notify City of the issue and provide educational materials to residential and commercial customers to assist with education and outreach and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material if the Unacceptable Material Threshold continues to be surpassed.
- (c) Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may at its option and upon sixty (60) days' notice to City (i) redefine Recyclable Materials, (ii) update the City's processing fee; (iii) suspend or discontinue any or all services, or (iv) dispose of certain Recyclable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

- (d) **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.

- 10. **Annual Increase.** An annual increase of 4% shall apply to commercial and residential refuse service fees on July 1st of each year.

Annual Recycling Adjustment. In addition to the Annual Increase, on each anniversary of the Effective Date of this Agreement, Contractor shall evaluate, and adjust if needed, the recycling processing rate based on any changes in commodity sales, processing rates and/or residual costs. The recycling processing rate over the most recent twelve-month period shall be compared to the last identified recycling processing rate to determine any change. A reduction in the recycling process rate 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 rate 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 Contractor's recycling processing rate, both parties agree to implement a mid-year adjustment to the recycling processing rate.

- 11. **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. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.

- 12. **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 W5118 Duck Pond Road, Sarona, WI 54870, and the telephone number is (715-549-3170). The Contractor shall also allow complaints to be made electronically and shall provide an email address or website link.

13. **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.
14. **Special Cleanup Collections.** At no extra cost, the 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.
15. **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 th Avenue N – Public Works | Public Works – 6 cubic yard dumpster | 3 times per week |
| 251 4 th 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) |

16. **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.
17. **City Inspection.** The City, at its sole cost, may, during normal business hours, 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. Such inspection shall not be conducted more than once per year. Contractor agrees to comply with the Minnesota Government Data Practices Act regarding maintenance of data, data privacy, and data dissemination.
18. **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. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Contractor shall have no obligation to indemnify, defend or hold harmless City for any such liability or claim to the extent resulting from the negligence or, willful misconduct by City or any third party.
- (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.

19. **Default**. Either party may declare a default if the other party has failed to comply with the material terms of this Agreement, by providing the defaulting party with thirty (30) days written notice of the specific default. The defaulting party shall have 30 days to cure such default after receipt of written notice. However, if the default cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. After service of notice of default and failure to cure such default within the cure period, 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. Further, Contractor shall collect its equipment and Contractor shall have no further obligation to perform any services under this Agreement. Any legal action arising under this Agreement shall be resolved exclusively in the state court located in the county and state where the services are performed.

20. **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, provided, however, that Contractor may assign this Agreement, without consent, to an affiliate of Contractor or in connection with the sale of Contractor's business.
21. **Amendment of Agreement.** The Agreement may only be amended in writing, approved by the City Council and signed by both the Contractor and City.
22. **Equipment.** Any equipment Contractor furnishes shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of City's use, operation or possession of the equipment.
23. **Access.** City shall provide safe, unobstructed access to the equipment on the scheduled collection day, with the exception of road projects as provided in Section 13. Contractor, with the exception of road projects as provided in Section 13, may charge an additional fee for any additional collection service required by City's failure to provide access.

CONTRACTOR
Allied Waste Services of
North America, LLC dba
Republic Services of Sauk Rapids

CITY OF FOLEY

Its _____

Mayor

Attest:

City Administrator

Bills List - June 4, 2019

| | | |
|--------------------|------------------------|--------------|
| Gross Salaries | Payroll - 5/10/19 | \$ 26,348.83 |
| EFTPS | Federal Withholding | \$ 4,738.40 |
| MN Dept of Revenue | State Withholding | \$ 1,011.25 |
| State Treas. PERA | PERA | \$ 4,922.83 |
| Nationwide | Deferred Comp | \$ 695.00 |
| Pacific Life Ins | Deferred Comp/Roth IRA | \$ 80.00 |
| Further | HSA Contribution | \$ 465.00 |

| | | |
|--------------------|------------------------|--------------|
| Gross Salaries | Payroll - 5/24/19 | \$ 26,042.83 |
| EFTPS | Federal Withholding | \$ 4,749.92 |
| MN Dept of Revenue | State Withholding | \$ 1,005.32 |
| State Treas. PERA | PERA | \$ 4,815.00 |
| Nationwide | Deferred Comp | \$ 695.00 |
| Pacific Life Ins | Deferred Comp/Roth IRA | \$ 80.00 |
| Further | HSA Contribution | \$ 465.00 |

Already Paid - 6/4/19

| | | |
|--------------------|---------------------------------------|-------------|
| MN Dept of Revenue | April 2019 Sales & Use Tax | \$ 1,739.00 |
| Further | HSA Admin Fee & Employee Contribution | \$ 382.30 |
| Verizon | Cell Phones & Park Cameras | \$ 365.93 |
| Delta Dental | Employee Dental Insurance | \$ 1,050.60 |
| Minnesota Outdoors | FD J5 Repair | \$ 1,668.00 |
| USable Life | Employee Life Insurance | \$ 185.50 |

To Be Paid - 6/4/19

| | | |
|------------------------------|--|--------------|
| HealthPartners | Employee Health Insurance | \$ 6,762.00 |
| Advanced Disposal | Utilities & Boy Scouts Clean-Up | \$ 1,750.66 |
| Cathy Theis | Transcription | \$ 12.50 |
| Central McGowan | PD Medical Supplies | \$ 34.90 |
| Cintas | Mats & Uniforms | \$ 525.52 |
| Ferguson Waterworks | Water Supplies | \$ 18.80 |
| Fire Safety USA | FD Equipment | \$ 356.00 |
| First National Bank of Omaha | Credit Card Purchases | \$ 2,297.29 |
| Foley Floral | Planter Flowers | \$ 228.45 |
| Foley Hardware | Planter Supplies - Portion reimbursed by chamber | \$ 169.34 |
| Forestry Suppliers | Sewer Supplies | \$ 57.50 |
| Handyman's Hardware | PW Repairs & Maint | \$ 56.08 |
| Hawkins | Pool & Water Supplies | \$ 2,726.70 |
| JR Masonry & Concrete | Lions Park Culvert Repair | \$ 2,400.00 |
| Larsen Dirt Works, LLC | Compost Screening | \$ 2,329.00 |
| Marco | Copier Lease | \$ 333.46 |
| Midco | Phone and Internet | \$ 866.73 |
| MN Dept of Health | Qtr 2 Water Connection Fee | \$ 1,440.00 |
| Northland Securities | Silt Sock TIF Payment | \$ 48,356.34 |
| Rinke Noonan | MNPEA, Zoning, PD, Silt Sock, General Legal | \$ 4,160.00 |
| SEH, Inc | I&I, Capital Impr, WWTF, Dewey Engineering | \$ 15,147.41 |
| Staples | Office Supplies | \$ 180.75 |
| STEPP Mfg | Street Equipment | \$ 611.37 |
| Xcel Energy | Utilities | \$ 3,392.25 |

Additional To Be Paid - 6/4/19

\$ 175,718.76

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA
RESOLUTION 2019 - 06

A RESOLUTION TO VACATE A PORTION OF 4TH AVENUE WEST FROM GLEN STREET,
NORTH TO HIGHWAY 23

WHEREAS, the City had previously committed to vacate that portion of 4th Avenue West from Glen Street, north to the right of way for Highway 23 ("Unused Area") described and depicted in Exhibit A; and

WHEREAS, the Unused Area is not improved; and

WHEREAS, no utilities are located in the Unused Area; and

WHEREAS, the Unused Area serves no drainage purpose; and

WHEREAS, vacation of the Unused Area will not land lock any parcels; and

WHEREAS, no portion of the Unused Area desired to be vacated abuts upon, or is adjacent to any public water; and

WHEREAS, due and proper mailed, published, and posted notice of public hearing has been given by the City as required by law; and

WHEREAS, after a public hearing, the City Council finds that it is in the public interest to vacate the Unused Area as hereinafter described.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City of Foley, Minnesota, as follows:

1. The City's easement in and over the Unused Area is hereby vacated.
2. The Mayor and the City Clerk are hereby authorized and directed to execute and record this Resolution with the Benton County Recorder.

This Resolution is adopted on this 4th day of June 2019.

CITY OF FOLEY, MINNESOTA

By _____
Gerard Bettendorf, Mayor

ATTEST:

Sarah Brunn, City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF BENTON)

The foregoing was acknowledged before me this ____ day of _____, 2019, by Gerard Bettendorf, as the Mayor of the City of Foley, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF BENTON)

The foregoing was acknowledged before me this ____ day of _____, 2019, by Sarah Brunn, as the City Administrator of the City of Foley, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

EXHIBIT A
(Description and Sketch of Unused Area to be vacated)

That portion of 4th Ave West from Glen Street, north to the right of way for Highway 23 lying between the following two properties in Benton County, Minnesota:

Lot 3, Block 1, Foley Industrial Park, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Benton County, Minnesota (Tax PID No. 130066900);

And

Lot 1 Block 2, Foley Industrial Park, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Benton County, Minnesota (Tax PID No. 130067000).



VACANT LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on _____, 2016, by and between the City of Foley, Minnesota, a public body corporate and politic under the laws of Minnesota ("SELLER"), and PouchTec Industries LLC, a Delaware limited liability company ("BUYER").

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell real property (the "Property") located in Benton County, Minnesota, legally described as:

See attached Exhibit 1.

3. **PRICE AND TERMS.** The price for the Property included in this sale is \$38,750.00 as provided in the Development Agreement dated _____, 2016. Buyer and seller anticipate closing on the sale of the Property on January 1, 2017.

4. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Quit Claim Deed (the "Deed") conveying marketable title in substantially the same form as attached in Exhibit 2, subject to:

- (A) Building and zoning laws, ordinances, state and federal regulations;
- (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- (C) Reservation of any mineral rights by the State of Minnesota;
- (D) Utility and drainage easements which do not interfere with existing improvements; and
- (E) The following exceptions to title which constitute encumbrances or restrictions which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement: Development Agreement dated _____, 2016.

5. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual DATE OF CLOSING. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter.

BUYER SHALL pay all other special assessments levied or pending after the DATE OF CLOSING. The Buyer shall pay all SAC (\$30,600), WAC (\$76,650), building permit (\$◇) and other such fees charged by the City relating to the Improvements.

SELLER SHALL PAY ON DATE OF CLOSING any deferred or delinquent real estate taxes or special assessments.

6. **CONDITION OF PROPERTY.** Buyer shall have the right to have inspections of the Property conducted prior to closing. Seller does not plan to have the property inspected. Other than the representations made in this paragraph, the Property is being sold "AS IS" with no express or implied representations or warranties by Seller as to fitness for any particular purpose.

7. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

8. **POSSESSION.** Seller shall deliver possession of the Property not later than the DATE OF CLOSING.

9. **STATE DEED TAX AND CLOSING COSTS.** Seller shall pay: (1) all state deed tax regarding the Deed to be delivered by Seller under this Agreement; (2) one-half of the closing fee; and (3) all recording costs necessary to place record title in Seller.

Buyer shall pay: (1) one-half of the closing fee; (2) premium for title insurance or cost of an attorney's opinion obtained by Buyer; (3) inspection costs; and (4) all recording costs not paid by Seller.

10. **TITLE EXAMINATION.** Title Examination will be conducted as follows:

(A) **Seller's Title Evidence.** Seller shall, within 30 days after the date of this Agreement, furnish the following ("Title Evidence") to Buyer: a commitment ("Title Commitment") for an ALTA Form Owner's Policy of Title Insurance insuring title to the Property, in the amount of the Purchase Price, issued by Commercial Partners Title, LLC ("Title Company"). The Title Commitment will commit the Title Company to insure title to the Property.

(B) **Buyer's Objection.** Within 10 days after receiving the last of the Title Evidence, Buyer will make written objections ("Objections") to the form or contents of the Title Evidence. Seller will have 60 days after receipt of the Objections to cure the Objections, during which period the DATE OF CLOSING will be postponed as necessary. Seller shall use its best efforts to correct any Objections. To the extent an Objection can be satisfied by the payment of money, Buyer shall have the right to apply a portion of the cash payable to Seller at the DATE OF CLOSING to satisfaction of such Objection and the amount so applied shall reduce the amount of cash payable to Seller at the Closing. If the Objections are not cured within such 60 day period, Buyer will have the option to do any of the following:

- (1) Terminate this Agreement and receive a refund of the Earnest Money; or
- (2) Proceed to Closing and waive the Objections.

11. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address below. If mailed, the notice will be effective as of the date of mailing.

If to Seller: City of Foley
Attn: City Administrator
P.O. Box 709
Foley, MN 56329

If to Buyer: PouchTec Industries LLC
Attn: Robert Jones
347 Glen Street
Foley, MN 56329

With Copy to: Rinke Noonan
Attn: Adam Ripple
P.O. 1497
St. Cloud, MN 56302

12. BUYER'S REPRESENTATIONS AND WARRANTIES.

- (A) Organization. Buyer represents and warrants to the City that Buyer is qualified to do business in Minnesota, has the requisite power and authority to enter into and perform this Agreement. Buyer's execution, delivery and performance of this Agreement will not conflict with or result in a violation of any contract or court judgment or order to which Buyer is a part.
- (B) Financial Ability. The Buyer, at least 10 days prior to the DATE OF CLOSING, shall demonstrate Buyer's ability to perform under the Development Agreement dated _____, 2016 by providing a written financial commitment sufficient to purchase the Property.
- (C) No Land Speculation. The Buyer is purchasing the Property to develop the Property as provided in this Agreement and not for speculation in land holding.

13. MINNESOTA LAW. This Agreement shall be governed by the laws of the State of Minnesota.

14. WELLS/STORAGE TANKS/SEWAGE SYSTEM DISCLOSURES. To the best knowledge of Seller, no above ground or underground tanks, are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled. To the best knowledge of Seller, there are no known wells within the meaning of Minn. Stat. §1031.005 on the Property. To the best knowledge of Seller, there are no individual sewage systems on or serving the Property. Seller has disclosed to Buyer all environmental reports and studies with respect to the Property which are in Seller's possession. Seller is not aware of any methamphetamine production that has occurred on the Property.

15. CANCELLATION BY EITHER PARTY FOR CONTAMINATION. Buyer or Seller, at their discretion, may cancel this sale and Purchase Agreement and Seller shall return the sum(s) paid as consideration, in the event Buyer, prior to the closing hereunder, obtains at Buyer's expense soil or groundwater analyses, or other tests showing that the soil or groundwater at the Property is contaminated by hydrocarbons or other regulated or hazardous substances.

16. RIGHT TO ENTER PROPERTY; INDEMNIFICATION; REPORTS. Buyer shall have access to the Property for purposes of performing surveys, soil and groundwater sampling

or analyses, or engineering borings and other testing; provided, however, that Buyer shall indemnify and hold harmless Seller from and against all losses, damages, demands, claims, suits and other liabilities, including reasonable attorney fees and other expenses of litigation, because of personal or bodily injury or property damage resulting from Buyer's presence on or use of the Property for such testing. Buyer shall return the surface of the Property to substantially the same condition as before such testing, ordinary wear and tear and permanent groundwater or soil vapor monitoring wells installed during the course of such testing excepted. Buyer promptly shall deliver a copy of all such test results to Seller. Buyer is hereby authorized to report the results of any underground tank and piping tightness testing, and soil or groundwater sampling or analyses, to federal, state or local authorities having jurisdiction over the Property.

17. REQUIREMENT THAT IMPROVEMENTS BE MADE. Seller has agreed to sell the Property to Buyer based upon Buyer's written proposal and covenant to construct the Addition in accordance with the Development Agreement dated _____, 2016

18. RIGHT OF RE-ENTRY. In addition to all other remedies available to Seller under this Agreement, the Development Agreement dated _____, 2016 or at law or equity, Seller has retained a right of re-entry as set out in the Deed. This right of re-entry may only occur upon Buyer's written consent or pursuant to court order granted as a result of an action for forfeiture by Buyer or cancellation of the Deed.

A. Re-vesting Title to the Property in Seller. Upon the re-vesting in Seller of title to the Property or any part thereof as provided for in this Agreement, Seller will, pursuant to its responsibilities under law, use its best efforts to resell the Property or part thereof as soon and in such manner as the Seller will find feasible and consistent with Seller's objectives to a qualified and responsible party or parties (as determined by Seller). Upon such resale of the Property, the sale proceeds will be applied:

1. First, to reimburse Seller, on its own behalf, for all costs, and expenses incurred by Seller, including but not limited to staff costs and attorney's fees, in connection with the recapture, management, and resale of the Property; all taxes, assessments, and water and sewer charges with respect to the Property, or part thereof, any payments, made or necessary to be made to discharge any encumbrance or to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of re-vesting of title in Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Buyer, its successors or transferees; and any amounts otherwise owing Seller by Buyer and its successor or transferee; and
2. Second, to reimburse Buyer, its successor or transferee, up to the amount equal to (1) the sum of the cash actually invested by Buyer in acquiring the Property or making any of the Facility on the Property or part thereof, less (2) any gains or income withdrawn or made by Buyer from the Agreement or the Property. Such reimbursement will be paid to

mortgagees on Buyer's behalf if any mortgages exist at the time, with the remainder being paid to Buyer. Seller will retain any balance remaining after such reimbursements as Seller's property.

- B. Certificate of Completion. Upon satisfactory substantial completion (completion of at least 90% of the improvements shown in Buyer's Site Plan) of the Improvements in accord with this Agreement, upon Buyer's request, Seller will deliver an executed Certificate of Completion in the form attached, certifying that Buyer has performed its obligations under this Agreement which provide Seller with a right of re-entry to the Property, including without limitation, the completion of the Improvements
- C. Subordination Agreement. Seller will subordinate its right of re-entry contained in this Agreement and in the Deed to a commercial lender unrelated to Buyer who provides financing for the purchase of the Property or the construction of the Improvements on the Property. This subordination will be limited to the extent funds are advanced and indebtedness established for the purpose of acquiring the Property and making and financing the Improvements, operating the Improvements (if possession is taken by the commercial lender or a receiver), expended by the commercial lender or a receiver in preserving the Property, protecting said commercial lender's rights in the Property, any receivers costs and fees, attorneys' fees and legal costs paid in connection therewith and any interest thereon or included therein. Notwithstanding anything herein to the contrary, as a condition of any subordination of Seller's right of re-entry, the lender must agree that in the event the lender becomes the owner of the Property by reason of foreclosure or any conveyance in lieu of foreclosure the lender will carry out the requirements of this Section and the Deed relating to the construction of improvements having a value equal to the value of Phase II, except that the time for completion of the improvements by the lender will be extended for a commercially reasonable period in consideration of the timing and factors necessary for the lender to gain title and control of the Property, and thereafter carry out said requirements, subject to extensions for Unavoidable Delays.

19. **ASSIGNMENT.** Buyer will not have the right to assign its interest in this Purchase Agreement without Seller's prior, written consent.

20. **REPRESENTATION.** Rinke Noonan is representing the Seller in the preparation of this Agreement and the closing hereunder. Buyer is hereby advised to seek separate legal representation.

21. **SURVIVAL.** All provisions in this Agreement of the Development Agreement dated _____, 2016 relating to the completion of the Addition will survive the closing and delivery of the Deed.

22. DISCLAIMER OF RELATIONSHIP. Nothing in this Agreement, nor any act of Buyer or Seller, shall be construed by the parties of any third party to create any relationship of third party beneficiary, principal and agent, partnership, or joint venture between Buyer and Seller.

THE CITY OF FOLEY, MINNESOTA

By _____
Dave Mosford, Its Mayor

ATTEST

By _____
Robert Barbian, Its City Administrator

POUCHTEC INDUSTRIES, LLC

By _____
Its _____

From: [Katie McMillin](#)
To: [Sarah Brunn](#)
Subject: UTV /ATV Ordinance
Date: Wednesday, May 29, 2019 7:19:13 AM
Attachments: [UTV Ordinance\(RN\) \(2\).docx](#)
[UTV & ATV Ordinance.docx](#)

Dear Mayor and Members of the Council,

Attached you will find a copy of just the UTV ordinance and then the UTV and ATV ordinance. Changes in these documents came from some council members. I have not heard from everyone.

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 |
| <u>Age Requirement of twenty-one or older</u> | |
| 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 th 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 th 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 | |
| | |

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| 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 <u>for individuals under 21 years of age</u> | 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. Under the age of twenty-one (21)

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.

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Chapter X of the City code?

Section __:9: OPERATION BY MINORS.

Subd. 1: No person under the age of ~~sixteen (16)~~ twenty-one (21) 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.

RE: UTV Ordinance

To: Mayor and Members of the Council

Date: April 3, 2019

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| 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 |
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| 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. |
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| Speed Limit | Max speed on any street 30mph |
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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.

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Subd. 2: Operations Hours. ~~UTVs/ATVs/snowmobile/other recreational vehicle~~ may only be operated between the hours of 7am – 10pm. This time restriction co-insides with the City's regular noise ordinance. ~~Unless otherwise permitted by Chief of Police.~~

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.~~

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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.

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Subd. 9: Speed. No person shall operate a UTV/ATVs/snowmobile/other recreational vehicle 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/ATVs/snowmobile/other recreational vehicle 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/ATVs/snowmobile/other recreational vehicle 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. Refer to MN State Statute.~~

Subd. 4: Insurance. Every UTV/ATVs/snowmobile/other recreational vehicle 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/ATVs/ other recreational vehicle must display a valid City Registration Sticker.

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

Section __.5: CROSSING STREETS OR HIGHWAYS. A UTV/ATVs/snowmobile/other recreational vehicle 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/ATVs/snowmobile/other recreational vehicle 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/ATVs/snowmobile/other recreational vehicle 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) twenty-one (21) shall operate a UTV/ATVs/snowmobile/other recreational vehicle in the City.

Subd. 2: No owner of a UTV/ATVs/snowmobile/other recreational vehicle 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/ATVs/snowmobile/other recreational vehicle.

Commented [AR3]: Not sure what this reference should be-- Chapter X of the City code?

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Section 1015 – ATV's, Special Vehicles and Snowmobiles

Section 1015:00. All Terrain Vehicles (ATV), Motorized Golf Carts, and Special Vehicles

Subd. 1. Definitions. For purposes of this section, the following terms are defined as follows:

All Terrain Vehicle (ATV): a motorized vehicle as defined by Minnesota Statutes Section 84.92 Subd. 8, as may be revised.

Special Vehicle: a utility task vehicle or mini truck, all as may be defined in Minnesota Statutes Chapter 169 and successor statutes as may be revised; Special Vehicle shall not include a Motorized Golf Cart as defined in this Ordinance.

Motorized Golf Cart: any Electric Golf Cart or Gas Powered Golf Cart.

Electric Golf Cart: an electric powered cart with three or four smooth, low pressure tires and a total dry weight not exceeding 800 pounds and equipped to carry not more than four persons in the seated position.

Gas Powered Golf Cart: a gasoline powered cart with an engine displacement not exceeding 400 cubic centimeters and with three or four smooth, low pressure tires and a total dry weight not exceeding 800 pounds and equipped to carry not more than four persons in the seated position.

Subd. 2. Unauthorized Use. It shall be unlawful for any person to operate an ATV or Special Vehicle on any public roadway, sidewalk, boulevard, park or city owned property, or on any private property without specific permission of the owner or person in control of said property.

Subd. 3. Limited Authorized Use of ATVs and Special Vehicles. Notwithstanding the prohibitions contained in Subd. 2, an ATV may be operated on a public roadway in an emergency when and at such locations where the conditions of the roadway render travel by an automobile impractical, and if the ATV or Special Vehicle has the following equipment:

- A. Brakes adequate to control, stop, and hold the ATV or Special Vehicle under any condition of operation.
- B. A safety or so-called "deadman" throttle in good operating condition.
- C. A headlamp and taillight as defined and specified whereby when operated between the hours of one-half hour after sunset and one-half hour before sunrise, or at times of reduced visibility, at least one clear headlamp attached to the front, with sufficient intensity to reveal persons and vehicles at a distance of at least one hundred feet ahead during the hours of darkness under normal atmospheric conditions. Such headlamp shall be so aimed that glaring rays are not projected into the eyes of an oncoming

operator. It shall also be equipped with at least one red taillight having a minimum candlepower of sufficient intensity to exhibit a red light plainly visible from a distance of five hundred feet to the rear during hours of darkness under normal atmospheric conditions. The headlamp and taillight must be functioning anytime the ATV or Special Vehicle is being operated.

- D. A pennant flag of red or blaze material, of a size not less than twelve inches by nine inches, at a height of not less than six feet from the ground level at any time when the vehicle is operated on public streets.
- E. Reflector material of a minimum area of sixteen square inches mounted on each side forward of the handlebars.
- F. A sled, trailer, or other device being towed must be equipped with reflective materials as required by rule of the Commissioner of Public Safety.

Subd. 4. Authorized Use of Motorized Golf Carts. Motorized Golf Carts are authorized on the roadways of all streets within the City of Foley, subject to the following standards:

- A. No Motorized Golf Cart shall be operated on City streets until the owner has obtained a permit from the Police Department, such permit shall be affixed to or displayed upon the Motorized Golf Cart at all times in an area that is easily visible. Permits are issued to the Motorized Golf Cart not to the operator; those with multiple Motorized Golf Carts will be required to purchase a permit for each Motorized Golf Cart intended to be used on City streets. Permits will be issued for a three year term at a fee of \$50.00. There is a \$15.00 fee for a replacement permit sticker. Permits are non-transferable.
- B. An individual's permit may be revoked by the Chief of Police (or its designee) if there is any material misrepresentation made in the permit application, liability insurance is no longer in effect, or there is evidence that the permittee cannot safely operate the Motorized Golf Cart. A permittee may appeal any such revocation or denial to the City Council. Appeals shall be submitted in writing to the City Administrator within 30 days of the date of revocation.
- C. Every permit holder shall have in possession at all times while operating a Motorized Golf Cart and shall produce on demand of a peace officer proof of insurance as specified in Minnesota Statutes 169.791 / 65B.48, Subd. 5.
- D. Only persons at least eighteen years of age and holding a valid driver's license recognized by the State of Minnesota are permitted to operate a Motorized Golf Cart on the streets of Foley. No person shall operate a Motorized Golf Cart whose driver's license has been suspended, revoked or canceled.
- E. Nothing in this chapter shall be construed as an assumption of liability by the City for any injuries to persons on which may result from the operation of a Motorized Golf Cart by a permit holder or the failure by the City to

revoke the permit. All Motorized Golf Carts and their drivers must carry liability insurance with limits as required by Minnesota Statute 65B.49 Subdivision 3 at all times when operating a Motorized Golf Cart on a public street.

- F. Motorized Golf Carts shall display the slow moving vehicle emblem provided for in Minnesota Statutes 169.522 and an orange or blaze pennant extending at least five feet above the bumper of the cart when operated on a City street. The Motorized Golf Cart must have brakes adequate to control the movement or to stop under all conditions. The

Motorized Golf Cart shall be equipped with an operational parking brake as well as a rearview mirror to provide the driver with adequate vision to the rear. The Motorized Golf Cart should have reflective material at a size no less than "3"x3" on all four corners of the Motorized Golf Cart.

- G. Motorized Golf Carts may only be operated from the hours of sunrise to sunset. They shall not be operated in inclement weather or when visibility is impaired by weather, smoke or other conditions, or at any time when there is insufficient light to clearly see the person on a designated street at a distance of five hundred feet or less.

- H. Every person operating a Motorized Golf Cart under this permit on a designated roadway has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minnesota Statutes Chapter 169, as amended, except when those provisions cannot reasonably be applied to Motorized Golf Carts and except as otherwise specifically provided in Minnesota Statutes Section 169.045, Subdivision 7, as amended. Except for the requirements of Minnesota Statutes Section 169.70, the provisions of Minnesota Statutes Chapter 169 relating to equipment on vehicles is not applicable to permitted Motorized Golf Carts. If the Motorized Golf Cart is NOT equipped with working taillights and brake lights, the motorized golf cart should make every attempt possible to travel on the most right section of the roadway. Motorized Golf Carts are NOT allowed to travel on any walkway, path or sidewalk within the City limits.

- I. Any person violating any provision of this ordinance shall be guilty of a petty misdemeanor punishable by a fine and may have his or her permit to operate a Motorized Golf Cart revoked. Any person found in violation of this ordinance shall be subject to the following fine schedule. First violation is a \$25.00 fine, second violation within six months is double to a fine of \$50.00. Third violation within six months shall be a fine of \$100.00 and an automatic revocation of permit use for one year from the date of the violation. Failure to pay violation within 30 days of being issued the fine is subject to be doubled, first violation to \$50.00, second violation to \$100.00, and third violation \$200.00.

Section 1015:01. Snowmobiles.

Subd. 1. Scope of Application. Notwithstanding provisions of this Chapter to the contrary, this Section shall apply to control of traffic and regulation of that certain class of vehicles falling within the definition of snowmobiles as to matters set forth herein. All

provisions of this Chapter, not relating to matters herein stated, apply as equally to snowmobiles as other vehicles.

Subd. 2. Unauthorized Use. Except as herein specifically permitted and authorized, it is unlawful to operate a snowmobile within the corporate limits of this municipality:

- A. On the portion of any right of way of any public highway, bridge, street, road, trail or alley used for motor vehicle travel, except on the right-hand side of said right-of-way and in the same direction as vehicular traffic on the nearest lane of the roadway adjacent thereto, other than on freeways, interstate, trunk, county state-aid, or county highways. Snowmobiles may also be operated upon the ditch bottom or otherwise of trunk, county state-aid and county highways where such highways are so configured within the corporate limits.
- B. At a rate of speed greater than reasonable or proper under all surrounding circumstances; and when operated on public roadways, in no case greater than the posted speed limit.
- C. In a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto.
- D. During the hours of 10:00 p.m. to 7:00 a.m. of any day, closer than one hundred (100) feet to any dwelling which is usually occupied by one or more persons, except while returning home by direct route.
- E. So as to tow any person or thing in a public street or highway, except if attached by a rigid frame hitch and no more than thirty-six inches shall be allowed between towed vehicle and rear of snowmobile.
- F. Notwithstanding the prohibitions contained in this Subdivision, a snowmobile may be operated on a public thoroughfare in an emergency that renders travel by an automobile impractical.
- G. It is unlawful for any person to operate a snowmobile on a public sidewalk, on boulevards, or above the curb, in any public park, path, recreation area, wetlands or storm water holding ponds, including pond slopes, or on private property without specific permission of the owner or person in control of said property.

Subd. 3. Crossings. A snowmobile may be operated across a street or highway only as herein set forth, and it is unlawful to do so otherwise.

- A. The crossing shall be made at an angle of approximately ninety degrees with the direction of the street or highway, and at a place where no obstruction prevents a quick and safe crossing;
- B. The snowmobile shall be brought to a complete stop before crossing the shoulder or main traveled way;
- C. The driver shall yield the right of way to all oncoming traffic which constitutes an immediate hazard; in crossing a divided street, the crossing

shall be made only at an intersection of such street or highway with another public street or highway; and

- D. If the crossing is made between the hours of one-half hour after sunset to one-half hour before sunrise, or during conditions of reduced visibility, it shall be made only if both front and rear lights are on and in operating condition.

Subd. 4. Intersection. It is unlawful to enter any intersection with a snowmobile without yielding the right of way to any other vehicles or pedestrians at the intersection, or so close to the intersection as to constitute an immediate hazard.

Subd. 5. Operators.

- A. No person under fourteen years of age shall operate a snowmobile on a street or make a direct crossing of a trunk highway, county state aid or county highway, or other street. A person fourteen years of age or older, but less than eighteen years of age, may operate a snowmobile on streets and highways as permitted by this Section and make such direct crossings of streets and highways only if he has in his immediate possession a valid snowmobile safety certificate issued by the Commissioner, as provided by MN Statute Section 84.872.
- B. It is unlawful for the owner of a snowmobile to permit its operation in violation of this Subdivision.

Subd. 6. Prohibitions. It is unlawful for any person to leave a snowmobile in a public place without locking the ignition, removing the key, and taking the key away from the snowmobile. No person may intentionally drive, chase, run over or kill any animal with a snowmobile.

Subd. 7. Equipment. It is unlawful to operate a snowmobile unless it is equipped as follows:

- A. Standard mufflers which are properly attached and which reduce the noise of operation of the motor to the minimum necessary for operation. No person shall use a muffler cutout, by-pass, straight pipe or similar device on a snowmobile motor.
- B. Brakes adequate to control the movement of and to stop and hold the snowmobile under any condition of operation.
- C. A safety or so-called "deadman" throttle in operating condition. A safety or "deadman" throttle is defined as a device which, when pressure is removed from the engine accelerator throttle, causes the motor to be disengaged from the driving track.
- D. When operated between the hours of one-half hour after sunset and one-half hour before sunrise, or at times of reduced visibility, at least one clear headlamp attached to the front, with sufficient intensity to reveal persons and vehicles at a distance of at least one hundred feet ahead during the

hours of darkness under normal atmospheric conditions. Such headlamp shall be so aimed that glaring rays are not projected into the eyes of an oncoming snowmobile operator. It shall also be equipped with at least one red taillight having a minimum candlepower of sufficient intensity to exhibit a red light plainly visible from a distance of five hundred feet to the rear during hours of darkness under normal atmospheric conditions. The headlamp and taillight must be functioning anytime the snowmobile is being operated.

- E. A pennant flag of red or blaze material, of a size not less than twelve inches by nine inches, at a height of not less than six feet from the ground level at any time when the vehicle is operated on public streets.
- F. Running lights or reflective material at least sixteen square inches on each side, forward of the handlebars so as to reflect or beam light at a ninety-degree angle.

Section 1015 – Snowmobiles of the 1974 Code of Ordinances was amended and repealed in its entirety by Ordinance Number 350, passed and adopted March 16, 2004 and published April 13, 2004.

Section 1015 of the 1974 Code of Ordinances was amended by Ordinance Number 407, adopted November 6, 2012 and published December 18, 2012.

Section 1015 of the 1974 Code of Ordinances was amended authorizing use of motorized golf carts with permit obtained from Police Dept by Ordinance Number 409, passed and adopted May 7, 2013 and published May 28, 2013.

From: [Scott Schaefer](#)
To: [Sarah Brunn](#)
Subject: RE: Wastewater Facility Plan Review
Date: Thursday, May 30, 2019 10:54:06 AM
Attachments: [image001.png](#)

Sarah – Below is a summary of the Wastewater Facility Plan Peer Review activities for inclusion in the City Council packet.

- **Facility Plan Review:** The review of the March 27, 2019 Wastewater Facility Plan has been completed.
- **St Cloud Connection:** Financial analysis has been initiated by St Cloud to further refine the cost of connection. The request for consideration of connection from Foley initiated a more broad financial review by St Cloud, which is anticipated to be completed later this summer. St Cloud is aware of Foley's timeframe to make decisions. St Cloud is concurrently analyzing the hydraulics of their collection system to provide Foley with potential connection options. This hydraulic analysis is anticipated to be complete in early June, which will allow the pipeline route review to be completed.
- **Pipeline Route Review:** Initial route options have been reviewed, and completion of the review is contingent upon St Cloud connection location options.
- **Pipeline Costs and Configuration:** The operational aspects and odor control considerations have been initially reviewed. Maintaining the Golf Pond as a non-discharging equalization pond to allow for reduction of pipeline diameter and subsequent reduction of hydraulic retention time in the pipeline to reduce hydrogen sulfide generation (odor/corrosion concern) is recommended contingent upon cost consideration. Initial discussion has occurred with rural pipeline contractors regarding pricing.
- **Alternative Receiving Streams:** The adjacent watersheds have been reviewed for potential alternative receiving streams, which could alleviate the long-term concern with sulfate permitting for the Stony Brook discharge. Existing impairments and/or TMDLs (total maximum daily load) are already established for Mayhew Creek, Elk River, and St Francis River. These impairments/TMDLs will be a barrier to alternative discharge permitting for a new discharge point. The Mississippi River could theoretically be an alternative receiving stream, but the downstream Outstanding Resource Value Water (ORVW) designation and urbanized area in eastern St Cloud to reach the river, and the option to connect to the St Cloud wastewater collection and treatment system were considered sufficient impediments to eliminate the Mississippi River from further consideration. No alternative receiving streams are considered viable.
- **Milaca Option:** Milaca had expressed interest in potentially regionalizing with Foley using the Milaca WWTF (stabilization ponds system), which is approximately one-third utilized. A pipeline to Milaca would require approximately two miles more pipe than a pipeline to St Cloud, although the initial connection charge could be less. An initial review of the Milaca discharge permit indicates that salty parameters are being monitored (chloride, etc), but that sulfate has not been an issue for Milaca discharges. The Milaca WWTF discharges to the Rum River, which is an ORVW. The ORVW designation could make an expanded discharge difficult or would necessitate significant upgrades in the future for Milaca to maintain current load limits (likely a pond to mechanical upgrade). The Milaca WWTF is permitted for 0.679 MGD

(average wet weather flow, AWWF), and the Foley projection for 2040 is 0.57 MGD AWWF. The current Milaca AWWF is likely in the range of 0.2 to 0.25 MGD, and the current Foley AWWF in the recent Facility Plan is 0.435 MGD. These combined current flows would put the Milaca WWTF near its rated capacity. The Milaca option could be advantageous in the very near term, but expanded treatment capacity as well as permitted discharge capacity would likely be required within a few years. A pipeline as well as significant treatment infrastructure investment likely makes a Milaca option not financially advantageous. It is recommended to continue negotiations with St Cloud and only reconsider a Milaca option if a St Cloud connection is not financially favorable.

Thanks!

Scott

Scott Schaefer, PE*
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From: Sarah Brunn <sbrunn@ci.foley.mn.us>
Sent: Thursday, May 30, 2019 8:44 AM
To: Scott Schaefer <Scott.Schaefer@AE2S.com>
Subject: Wastewater Facility Plan Review

Scott –

Do you have any update I can provide for the city council at their meeting on Tuesday, 6/4? Even a brief memo or email just highlighting the items that you are working on might be helpful to them.

Thanks.

Sarah A. Brunn
City Administrator
sbrunn@ci.foley.mn.us

CITY OF FOLEY

REQUEST FOR PROPOSALS
FOR
INSURANCE AGENT



RELEASED: JUNE 5, 2019

Request for Qualifications and Proposals for Insurance

I. Purpose.

The City of Foley is inviting qualifications and proposals for an insurance Agent. The City expects to select a City insurance agent who will serve the City for an indefinite period of time.

II. City Background.

The City of Foley, located in Benton County, Minnesota has a population of approximately 2,700. Foley is governed by a City Council composed of a Mayor and four Council Members.

III. Service Description (City Insurance Agent).

The selected contractor will perform the following (but not limited to) as City insurance agent.

- a. Advise and assist the city in assembling and accurately reporting underwriting data, including updating property values, for rating purposes.
- b. Advise and assist the city in evaluating and selecting among coverage alternatives such as deductibles, limits, optional coverage's, alternative coverage forms, etc.
- c. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
- d. Advise the city on potential gaps or overlaps in coverages.
- e. Assist the city as requested in submitting claims and interpreting coverage as applied to particular claims.
- f. Review loss reports for correct reporting, appropriate reserves, etc.
- g. Assist as requested with safety and loss control activities.

h. Assist the city in identifying risk exposures and developing appropriate strategies.

The submitted proposal should contain the following:

- A. Identify each agent and support personnel who will be supplying services to the city.
- B. Provide a brief history of firm including size and any specialty areas.
- C. Overview municipality experience.
- D. Must be licensed in the State of MN.
- E. Name, telephone number and contact person of 3 client references.
- F. Disclose any conflicts or perceived conflicts of interest.

As compensation for the services provided in the city as described the agent will receive annually a fee equal to 2% of the annual premiums paid by the City to LMCIT for property, liability and automotive coverages. The fee shall include in the amounts billed to the city by LMCIT and shall be paid to the agent by LMCIT on the city's behalf.

***Representation of Worker's Compensation Insurance will not be the responsibility of the Agent and will be administered directly through the City of Foley staff.**

IV. Instructions:

- A. Responses must provide complete information as described in this request. One copy shall be submitted by 4:00 p.m. on Monday, June 24th, 2019 to the following address:

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

The proper representatives of the firm must sign proposal. All proposals shall become the property of the City and the City may, at its option, request an oral presentation prior to selection; notification will be given if such meetings are required.

- B. The City reserves the right to request clarification on the information submitted and to request additional information of one or more applicants.
- C. The contract with the firm will provide that it is not exclusive, that the City may retain other firms for some or all the services described in the RFP, and that the City may terminate the agreement at any time for any reason upon provision of written notice as specified in the final agreement.
- D. The firm shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.
- E. All costs associated with the preparation of a proposal in response to the RFP shall be the responsibility of the firm submitting the proposal.
- F. This is a request for proposals and not bids; therefore, the City reserves the right to negotiate with any party and on any matter.
- G. The proposal should be as concise and responsive as possible.
- H. The proposal should not contain non-applicable promotional materials and should include only that information that is intended to address the information requested in this document.

V. Selection Process.

- A. Evaluation of Proposals.
The proposals shall be evaluated and based on the following criteria:

1. Quality of proposals and response to the Request for Proposal.
2. Experience and availability of staff assigned to serve the City.
3. References.
4. Any oral presentation; if determined needed by the City.
5. Fees: The City of Foley is interested in selecting that firm which professionally provides the City with optimal service yet also meets the City's concern with regard to cost.

Please direct all inquiries regarding this RFP to:

Foley City Administrator
Sarah A. Brunn
Telephone: 320-968-7260
Email: sbrunn@ci.foley.mn.us

Appendix A

Applicant Assurances

The applicant hereby assures and certifies:

1. That the individual signing the assurance form on behalf of the individual, partnership, company or corporation named in the proposal possesses the legal authority to execute a contract for the proposed work.
2. That the firm(s) agrees to comply with all applicable federal, state and local compliance requirements.
3. That the firm(s) is/are adequately licensed to do business and perform the services proposed (Attach Documentation).

OFFICIAL ADDRESS

(Name of Firm)

(Authorized Signature)

(Title)

(Date)

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 06-04-19 COUNCIL MEETING
DATE: MAY 31, 2019

Consent Agenda

The consent agenda contains a performance review program for the pool employees. The personnel committee did review and is recommending approval of this program. There is a one-time performance pay portion if certain requirements are met at the pool.

A request to renew the School Resource Officer Agreement is on the consent agenda. This would be for the period of July 1, 2019 – June 30, 2020. I have also sent a copy over to the school district for consideration by their school board. The agreement still assumes a 50% cost share with the school district.

A copy of the final garbage hauling contract is in your consent agenda. Both the city and Republic's legal counsel have reviewed the final terms. This contract identifies a 5-year term with a possible 5-year extension if desired by both parties.

2018 Audit Report

Representatives from Schlenner & Wenner will be at the meeting to present the 2018 audit report. Electronic drafts will be sent via email with hard copies provided at the meeting. The audit went very well this year. We were able to cut down field work by one day and auditors were only on site for 2 days. We also were able to eliminate a material finding that we have carried for a number of years because city staff took on more responsibility preparing workpapers and entries that normally are done by the audit staff. I want to especially thank our accountant and the rest of our staff for their hard work. We are able to make this process run smooth because everyone works together getting them all the information they need as quickly as possible.

Public Hearing – Liquor License Renewals

A listing of the liquor renewals (found on the council agenda) can be considered following a public hearing. I have not included the applications within your packet as there is a lot of sensitive information on them and we have not had a lot of change in ownership of the establishments. If any council member wishes to obtain more information on the liquor license applicants, please reach out to me and we can make arrangements. Following the public hearing I ask the council approve contingent upon the completion of successful background checks. A couple of the backgrounds are still processing at the time of this memo.

Tobacco Renewals

A public hearing is not required for approval of tobacco licenses. The listing of the establishment is in your council agenda and these can also be approved contingent upon a successful background. Please note, the police department does conduct tobacco checks every year. Any violations are brought forward to the council.

Public Hearing – Vacation of 4th Avenue West

Following a public hearing, the council should consider the vacation of this property. A resolution with a map is included in your packet. This property was supposed to be vacated back in 2016 but prior staff never completed the process. Part of the approved development agreement with PouchTec included a purchase agreement (a copy is in your packet) for this property in order for PouchTec to construct their drainage pond. Staff is working with PouchTec on getting this item completed and needs to finalize this vacation to move the process forward.

Public Hearing - Discussion on UTV/ATV Ordinance

Chief McMillin has provided copies of the updated ordinances. Two separate ordinances have been drafted, one to include just UTV's, the other to include both UTV's and ATV's. Following the public hearing the council can discuss the differing options as well as the safety suggestions provided by Chief McMillin. Since there is not a consensus at this time on how the final ordinance will look, I have inserted an ordinance number on the agenda and staff will publish and clean up any final approval following the meeting. The council is able to move an ordinance forward on Tuesday if desired. Staff also requests following any approval, the council make a separate motion to approve a summary publication. This would save on the city's publishing costs in the paper.

Discussion on Golf Cart Seat Belts

Staff is bringing forward the discussion on golf cart seat belts as a separate item. If the council wishes to move this item forward, we would add the requirement to Subdivision 4 of Section 1015. Like the UTV/ATV item above, I have assigned an ordinance number and will make the addition following the council approval and move forward on publication. If the council decides to move forward on this item, I also ask that they consider making a second motion to approve summary publication.

Update on Facility Plan

We are not quite ready to present the findings and analysis of the wastewater facility plan. Scott Schaefer from AE2S has provided an emailed update on the progress and what has been done so far. Please feel free to reach out to staff with any questions related to his report.

Insurance Agenda RFP

I have provided a copy of the insurance agent RFP I would like to release next week. After further review and discussion with the League of MN Cities Insurance Trust staff I am recommending to pull back agent representation for the worker's compensation portion of the insurance. This practice is becoming more common for cities as a lot of the paperwork and processing is handled directly through the city staff and payroll department. The RFP would only cover the property, vehicles and liability portion. The agent fee is set up through the League and is based on a flat 2% of the premiums paid. I can answer any questions you have on the RFP at the meeting.

Upcoming Reminders:

- **June 15** – Benton County Amnesty Days – please contact the county for more information on 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 2nd.