



**City Council – Meeting Agenda
February 8, 2022 – 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 January 4, 2022.
 - Approve TH 23 Cooperative Construction Agreement.
 - Adopt Resolution #2022-04 MnDOT Agreement.
 - Approve Gilmanton Township fire contract – includes revised language.
 - Approve all other fire contracts – original language (Alberta sample in packet).
 - Approving hiring of Joshua Graham, part-time police officer, contingent on background/psych.
 - Approve School Choice Proclamation.
 - Approve fire relief audit request.
 - Approve installation of yield sign in industrial park.
 - Approve revised police department policy/procedure manual.
 - Approve payment of bills.
5. Wastewater Project – Jared Voge, Bolton & Menk
 - Update on project permit, plans and specifications.
 - Adopt Resolution #2022-05 Approving Plans & Specs and Authorizing Bids.
6. Mayor's Comments & Open Forum
7. Department Reports:
 - Police Department –Katie McMillin
 - 2021 Crime Data Report & Legislative Update
 - City Engineer – Jarod Griffith
 - Update on industrial park wetlands.
 - Public Works/Fire – Mark Pappenfus
 - Vac Truck Purchase – Approve official quote.
 - Authorization to auction old vac truck on February 23, 2022.
 - Administration – Sarah Brunn
 - Discussion on sewer connection ordinance.
 - Business Expo February 12th – 9am-12:30pm – Foley High School
8. Old Business
9. New Business
10. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – January 4, 2022

The Foley City Council held its regular council meeting on January 4, 2022, at 5:30 p.m. at the Foley City Hall.

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

Members Absent: None

The pledge of allegiance was recited.

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

Motion carried, unanimous.

Motion by Gondeck, seconded by Musachio, to approve the consent agenda.

Consent Agenda:

- Approve minutes of December 7, 2021.
- Approve minutes of December 16, 2021.
- Accept resignation of Josh Lindgren, police officer.
- Approve Alex Skluzacek for full-time police officer position.
- Adopt Resolution #2022-01 Approving polling place.
- Adopt Resolution #2022-03 Accepting Donation.
- Approve updated Use of Force policy as required by POST Board.
- Approve payment of bills.

Motion carried, unanimous.

Public Hearing – Vacation of City Right-of-Way

Mayor Bettendorf recessed the regular meeting at 5:30 p.m. for a public hearing on the proposed vacation of city right-of-way located near Norman Avenue and invited the public to speak for or against the matter.

Jonathan Brenny, 621 Norman Avenue N, spoke briefly in favor of the plan.

No one else spoke.

At 5:32 p.m., Bettendorf reconvened the regular meeting.

Motion by Gondeck, seconded by Swanson, to adopt Resolution #2022-02 Vacating City Right-of-Way.

Motion carried, unanimous.

Brunn thanked Brenny for helping to get this issue cleared up.

Old Business

Brunn gave an update on the wastewater project. The 60 day waiting period is near completion. The needed easements have all been determined and conversations with property owners are nearly complete. More information will be coming in a few weeks. Bolton and Menk will handle the bidding.

Pappenfus added that they are looking at moving the main lift station a little. It will cost a lot of money to get power to the station. Staff is working with Xcel Energy on all options.

New Business

The meeting closed to the public at 5:46 p.m. to conduct the performance review of City Administrator Sarah Brunn. Performance was determined satisfactory.

Motion by Gondeck, seconded by Swanson, to adjourn the meeting.

Motion carried, unanimous.

Meeting adjourned at 6:31 p.m.



Sarah A. Brunn, Administrator

(Minutes By: Sara- Judson Brown, Administrative Assistant)

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF FOLEY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>0504-20</u>
Trunk Highway Number (T.H.):	<u>23=023</u>
State Project Number (S.P.):	<u>005-090-002</u>
Federal Project Number:	<u>HSIP-TA 0522(110)</u>
Lighting System Feed Point No.:	<u>"City" "A"</u>

Total City Obligation	<u>\$1,404,816.11</u>
Anticipated City Federal Aid	<u>\$244,000.98</u>
Anticipated City GO Bond	<u>\$200,000.00</u>
City Non-Federal Aid	<u>\$960,815.12</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Foley acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous milling and surfacing, roundabout, lighting, ADA improvements, Bridge No. 05X01, and No. 05X06 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 23 from Broadway Avenue South to the Rum River according to State-prepared plans, specifications, and special provisions designated by the City and the State as State Project No. 005-090-002 and by State as State Project No. 0504-20 (T.H. 23=023) ("Project"); and
2. The City has requested the State include in its Project trail, lighting and utility construction; and
3. The City wishes to participate in the costs of the trail, lighting, and utility construction and associated construction engineering; and
4. The City requests that it perform certain aspects of the construction engineering in connection with the water main, sanitary sewer, and fiber optic construction and the State concurs in that request; and
5. The eligible City participation construction will be reduced by the amount of General Obligation ("GO") Bond funding and Federal aid funding received for said construction; and
6. Agreement 1036471 between the State and Bay West, LLC, will address the cost of construction oversight of contaminated materials for City and State participation construction; and
7. Separate agreements between the State and Benton County, and between the State and Mille Lacs County will address Trunk Highway detours; and
8. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
9. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; 15. State Bond Financed Property Restrictions and 16. Force Majeure.
- 1.4. Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 0504-20 (T.H. 23=023) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement. Exhibit A – MMB Certification Form is attached and incorporated into this agreement.

2. Construction by the State

- 2.1. Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision, and Inspection of Construction.

- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Construction Engineering and Inspection by the City.** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the water main, sanitary sewer, and fiber optic construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection, control of materials, staking and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services, supplies, and equipment needed to properly carry on the construction.
 - i. Documentation of Construction Costs.** At regular intervals after the State's contractor has started the water main, sanitary sewer, and fiber optic construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
 - ii. Final Inspection of Construction.** Upon completion of the water main, sanitary sewer, and fiber

optic construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.

- iii. **Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits.

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

- C. **Limited Use Permit.** The City will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit to cover the City's liability responsibilities of multi-use trail to be constructed upon the State Right-of-Way.

- 2.6. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. **Maintenance by the City**

Upon completion of the project, the City will provide the following without cost or expense to the State:

3.1. **Roundabout on T.H. 23.**

- A. **Roundabout Approaches.** Maintenance of 8th Avenue and Penn Street approaches up to the curb line of the outer circle of the T.H. 23 roundabout. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- B. **Roundabout Circle.** Maintenance of the roundabout circle on T.H. 23 at 8th Avenue and Penn Street. The State and City will provide for snow, ice and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.
- C. **Roundabout Landscaping.** Maintenance of any landscaping in the T.H. 23 at 8th Avenue and Penn Street roundabout. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.

- 3.2. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction within City limits. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

- 3.3. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

- 3.4. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

- 3.5. **Multi-use Trail.** Maintenance of any multi-use trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement

replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the multi-use trail in a safe and usable condition.

3.6. Lighting. Maintenance and ownership of any lighting facilities construction on Feed Point "A". Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

3.7. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Baxter and is incorporated into this Agreement by reference.

3.8. Future Responsibilities. Upon completion of the 9th Avenue construction, the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair, and reconstruction of 9th Avenue and all of the 9th Avenue facilities constructed as part of this Agreement, without cost or expense to the State.

3.9. Release and Conveyance of Roadways. Upon completion of the 9th Avenue construction, the State will serve upon the City a "Notice of Release" placing that roadway portion under the jurisdiction of the City; and subsequent thereto, after all required documents have been prepared and processed, the State will convey to the City all right, title and interest of the State in that roadway portion. Upon receipt of that "Notice of Release", the City will become the road authority responsible for the roadway portion so released.

4. Basis of City Cost

4.1. Schedule "I". The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

4.2. City Participation Construction. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control. It is anticipated that the GO Bond and Federal aid funding will be available to the City as defined below. The City may be billed for the match of their cost participation as shown on the Schedule "I". City costs will include an amount equal to all anticipated GO Bond and Federal aid funding not applied to the federally eligible City participation construction.

A. 100 Percent will be the City's rate of GO Bond cost participation in all of the roundabout construction up to the capped amount of \$200,000.00. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 4 of the Preliminary Schedule "I".

- B. 100 Percent will be the City's rate of cost participation in all of the federally participating trail construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I". Federal aid TAP funds will be applied at a rate of 80 Percent up to the capped amount of \$400,000.00 and may be modified at the time of award. The City's general bond will be applied to the Federal aid match and the remaining construction cost up to the capped amount. The City's general bond is capped at \$300,000.00 for the construction covered under 4.2.B. and 4.2.C.
- C. 100 Percent will be the City's rate of cost participation in all of the sidewalk and pedestrian lighting construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 6 of the Preliminary Schedule "I". The City's general bond will be applied up to the capped amount. The City's general bond is capped at \$300,000.00 for the construction covered under 4.2.B. and 4.2.C.
- D. 100 Percent will be the City's rate of cost participation in all of the utility construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 7 through No. 9 of the Preliminary Schedule "I".

4.3. Construction Engineering Costs. The City will pay a construction engineering charge equal to 3 percent of the water main, sanitary sewer, and fiber optic construction covered under this Agreement. The City will pay a construction engineering charge equal to 8 percent of the remaining City participation construction covered under this Agreement.

4.4. Contaminated Materials and Oversight. Agreement 1036471 between the State and Bay West, LLC will address the oversight of contaminated materials during construction. The City will be responsible for the costs associated with the removal of contaminated materials from City participation construction, as itemized in the Schedule "I", and for the costs of construction oversight of contaminated materials for City participation construction. The City's estimated cost for construction oversight of contaminated materials is **\$4,290.00**.

4.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and associated construction engineering before the completion of the contract construction.

4.6. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. City Cost and Payment by the City

5.1. City Cost. **\$1,404,816.11** is the City's estimated share of the costs of the contract construction, including Federal aid and GO Bond funding, and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

5.2. Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, minus anticipated City Federal aid and GO Bond funding, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

5.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

5.4. Final Payment by the City. Upon completion of all contract construction, including construction oversight of contaminated materials covered in Agreement 1036471, computation of the final amount due the State's contractor, successful transfer of GO Bond, and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include City costs in an amount equal to all Federal aid funding not applied to the federally eligible City participation construction. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: malaki.ruranika@state.mn.us

6.2. The City's Authorized Representative will be:

Name, Title: Sarah Brunn, City Administrator (or successor)
Address: 251 4th Avenue North, P.O. Box 709, Foley, MN 56329
Telephone: (320) 968-7260
E-Mail: sbrunn@ci.foley.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

7.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

7.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

8.1. Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Telecommunications Certification

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

15. State Bond Financed Property Restrictions

15.1. *MMB Certification.* Upon execution of this Agreement, the City will complete and file the certification form that is attached to this agreement as **Exhibit A** with the Commissioner of Management and Budget.

The portions of the Project that are funded by State of Minnesota general obligation bonds, are not needed for the trunk highway, and are therefore not part of the State's trunk highway system. The City and the State acknowledge that due to the use of the general obligation bonds to fund the Project, the Commissioner of Minnesota Management and Budget ("MMB") has certain rights in the Project as set forth in that certain Fourth Order Amending Order of Commissioner of Finance Relating to Use and Sale of State Bond Financed Property executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended. MMB's interest under the certification form that is attached to this agreement as **Exhibit A** extends for 37.5 years, as measured from the date of substantial completion of the Project. City will own the non-trunk highway portions of the Project within the **Area** as the Road Authority pursuant to Minnesota Statutes Chapter 160.

16. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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MnDOT Contract No.: 1047272

CITY OF FOLEY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: DRAFT – DO NOT SIGN

Title: _____

Date: _____

By: DRAFT – DO NOT SIGN

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: DRAFT – DO NOT SIGN
(District Engineer)

Date: _____

Approved:

By: DRAFT – DO NOT SIGN
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: DRAFT – DO NOT SIGN
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

DRAFT

PRELIMINARY SCHEDULE "I"
Agreement No. 1047272
City of Foley

S.P. 0504-20 (T.H. 23=023)
S.P. 005-090-002
Fed. Proj. HSIP-TA 0522(110)

Preliminary: January 12, 2022

Grading, bituminous milling and surfacing, roundabout, lighting, ADA improvements, Bridge No. 05X01, and No. 05X06 construction to start approximately May 2022 under State Contract No. _____ with _____ located on T.H. 23 from Broadway Avenue South to the Rum River

CITY COST PARTICIPATION

	TOTALS	City	City GO Bond	Bond	Federal Aid Match (Bond)	Federal Aid (TA Funds)
S.P. 0504-20 Utilities (3% CE) (From Sheet No. 9)	\$576,321.90	576,321.90				
Construction Engineering (3%)	\$17,289.66					
S.P. 0504-20 Roundabout (From Sheet No. 4)			\$200,000.00	0.00		
S.P. 005-090-002 Trail Fed-Par (From Sheet No. 5)		0.00		0.00	61,000.25	244,000.98
S.P. 0504-20 Sidewalk and Ped Lighting (From Sheet No. 6)		0.00		137,755.35		
S.P. 0504-20 Utilities (8% CE) (From Sheet No. 9)		288,419.48				
Subtotal	\$931,176.06	\$288,419.48	\$200,000.00	\$137,755.35	\$61,000.25	\$244,000.98
Construction Engineering (8%)	\$74,494.08					
Contamination Oversight	\$4,290.00					
Total City Construction Costs	\$1,603,571.70					
General Bond	(\$198,755.60)					
(1) Total City Obligation	\$1,404,816.11					
Anticipated Federal Aid	(\$244,000.98)					
Anticipated City GO Bond	(\$200,000.00)					
(2) Obligation minus Anticipated Federal Aid and GO Bond	\$960,815.12					

(1) Amount of total City obligation as described in Article 5.1 of the Agreement (estimated amount)

(2) Amount of advance payment as described in Article 5.2 of the Agreement (estimated amount)

(1) 100% CITY GO BOND FUNDS (CAPPED), THEN 100% SECTION 164 HSIP FEDERAL FUNDS (CAPPED), BALANCE 100% STATE FUNDS
(P) = PLAN QUANTITY

1047272

ITEM NUMBER	S.P. 0504-20 ROUNDABOUT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2016.609	QUALITY MANAGEMENT - E-TICKETING	TON	512.00	1.00	512.00
2021.501	MOBILIZATION	LUMP SUM	0.06	790,000.00	47,400.00
2031.502	FIELD OFFICE	EACH	0.06	28,475.00	1,708.50
2031.502	FIELD LABORATORY	EACH	0.06	14,265.00	855.90
2101.502	GRUBBING	EACH	4.00	190.00	760.00
2104.502	REMOVE PIPE APRON	EACH	2.00	210.00	420.00
2104.502	REMOVE SIGN TYPE C	EACH	5.00	50.00	250.00
2104.502	REMOVE SIGN TYPE D	EACH	1.00	105.00	105.00
2104.502	REMOVE SIGN TYPE SPECIAL	EACH	2.00	95.00	190.00
2104.502	SALVAGE PIPE APRON	EACH	1.00	359.00	359.00
2104.502	SALVAGE SIGN TYPE C	EACH	2.00	55.00	110.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	308.00	1.50	462.00
2104.503	REMOVE PIPE DRAIN	LIN FT	1,646.00	2.40	3,950.40
2104.503	REMOVE PIPE CULVERTS	LIN FT	123.00	15.26	1,876.98
2104.503	REMOVE CURB & GUTTER	LIN FT	951.00	4.50	4,279.50
2104.504	REMOVE PAVEMENT	SQ YD	1,084.00	10.00	10,840.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	23.00	12.50	287.50
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	4,047.00	5.50	22,258.50
2104.504	REMOVE BITUMINOUS SHOULDER PAVEMENT	SQ YD	320.00	2.50	800.00
2104.518	REMOVE CONCRETE WALK	SQ FT	2,748.00	1.30	3,572.40
2106.507	EXCAVATION - COMMON (P)	CU YD	6,856.00	9.00	61,704.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	2,376.00	14.00	33,264.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	1,680.00	5.50	9,240.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	1,107.00	40.00	44,280.00
2301.502	DOWEL BAR	EACH	394.00	7.70	3,033.80
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	103.00	48.00	4,944.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (4,C)	TON	1,022.00	68.00	69,496.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	512.00	59.00	30,208.00
2501.502	18" RC PIPE APRON	EACH	1.00	1,055.00	1,055.00
2501.502	INSTALL PIPE APRON	EACH	1.00	732.00	732.00
2501.602	PIPE TIES - FLAT BAR	EACH	6.00	162.00	972.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	1,673.00	10.00	16,730.00
2503.503	12" RC PIPE SEWER DES 3006 CL III	LIN FT	355.00	59.00	20,945.00
2503.503	15" RC PIPE SEWER DES 3006 CL III	LIN FT	404.00	60.00	24,240.00

Data is considered Non-public prior to project award.

(1) 100% CITY GO BOND FUNDS (CAPPED), THEN 100% SECTION 164 HSIP FEDERAL FUNDS (CAPPED), BALANCE 100% STATE FUNDS
(P) = PLAN QUANTITY

1047272

ITEM NUMBER	S.P. 0504-20 ROUNDBOUT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2503.503	18" RC PIPE SEWER DES 3006 CL III	LIN FT	130.00	69.00	8,970.00
2503.503	21" RC PIPE SEWER DES 3006 CL III	LIN FT	153.00	69.00	10,557.00
2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	260.00	89.00	23,140.00
2503.503	27" RC PIPE SEWER DES 3006 CL III	LIN FT	260.00	111.00	28,860.00
2503.603	VIDEO TAPE PIPE SEWER	LIN FT	1,562.00	2.00	3,124.00
2506.502	CASTING ASSEMBLY	EACH	28.00	855.00	23,940.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	72.90	420.00	30,618.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	38.60	517.00	19,956.20
2506.503	CONST DRAINAGE STRUCTURE DES 54-4020	LIN FT	15.70	680.00	10,676.00
2506.503	CONST DRAINAGE STRUCTURE DES 66-4020	LIN FT	5.60	1,000.00	5,600.00
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	5.70	865.46	4,933.12
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	26.00	3.58	93.08
2511.507	RANDOM RIPRAP CLASS III	CU YD	6.00	92.00	552.00
2521.518	6" CONCRETE WALK	SQ FT	11,247.00	10.50	118,093.50
2521.518	7" CONCRETE WALK	SQ FT	3,774.00	11.00	41,514.00
2521.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	EACH	88.00	13.00	1,144.00
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	226.00	26.50	5,989.00
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	605.00	29.00	17,545.00
2531.503	CONCRETE CURB & GUTTER DESIGN R424	LIN FT	315.00	32.50	10,237.50
2531.503	CONCRETE CURB & GUTTER DESIGN S524	LIN FT	2,005.00	25.00	50,125.00
2531.503	CONCRETE CURB DESIGN B6	LIN FT	118.00	25.00	2,950.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	24.00	96.00	2,304.00
2531.618	TRUNCATED DOMES	SQ FT	326.00	52.00	16,952.00
2540.602	MAIL BOX SUPPORT	EACH	1.00	170.00	170.00
2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	8.00	5,244.00	41,952.00
2545.502	LIGHT FOUNDATION DESIGN E	EACH	8.00	1,061.05	8,488.40
2545.502	SERVICE CABINET -TYPE L2	EACH	1.00	6,736.63	6,736.63
2545.502	EQUIPMENT PAD B	EACH	1.00	1,493.38	1,493.38
2545.502	HANDHOLE	EACH	6.00	1,623.66	9,741.96
2545.503	2" RIGID STEEL CONDUIT	LIN FT	10.00	20.89	208.90
2545.503	2" NON-METALLIC CONDUIT	LIN FT	871.00	5.39	4,694.69
2545.503	UNDERGROUND WIRE 1/C 2 AWG	LIN FT	212.00	4.07	862.84
2545.503	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	12,253.00	1.74	21,320.22
2545.503	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG	LIN FT	71.00	8.90	631.90

(1) 100% CITY GO BOND FUNDS (CAPPED), THEN 100% SECTION 164 HSIP FEDERAL FUNDS (CAPPED), BALANCE 100% STATE FUNDS
(P) = PLAN QUANTITY

1047272

ITEM NUMBER	S.P. 0504-20 ROUNDBABOUT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2554.602	GUIDE POST TYPE SPECIAL	EACH	1.00	94.00	94.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.06	315,000.00	18,900.00
2564.502	INSTALL SIGN TYPE C	EACH	2.00	300.00	600.00
2564.518	SIGN PANELS TYPE C	SQ FT	273.00	60.00	16,380.00
2564.518	SIGN PANELS TYPE D	SQ FT	149.00	65.00	9,685.00
2564.602	DELINEATOR / MARKER PANEL	EACH	4.00	55.00	220.00
2572.503	TEMPORARY FENCE	LIN FT	97.00	3.00	291.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	25.00	184.00	4,600.00
2573.502	CULVERT END CONTROLS	EACH	3.00	167.00	501.00
2574.505	SOIL BED PREPARATION	ACRE	1.70	150.00	255.00
2574.508	FERTILIZER TYPE 3	POUND	557.00	0.62	345.34
2574.509	LIME	TON	3.40	183.00	622.20
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	1,114.00	1.63	1,815.82
2575.505	SEEDING (P)	ACRE	1.70	186.00	316.20
2575.505	RAPID STABILIZATION METHOD 2	ACRE	0.40	1,342.00	536.80
2575.508	SEED MIXTURE 25-131	POUND	321.00	3.69	1,184.49
2575.508	SEED MIXTURE 33-261	POUND	8.00	25.00	200.00
2575.508	HYDRAULIC STABILIZED FIBER MATRIX	POUND	4,378.00	1.00	4,378.00
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	2,999.00	0.73	2,189.27
2582.503	6" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	372.00	2.00	744.00
2582.503	24" SOLID LINE PREF TAPE GR IN	LIN FT	28.00	32.57	911.96
2582.503	12" DOTTED LINE PREF THERMO GR IN	LIN FT	42.00	18.07	758.94
2582.503	MOBILE RETROREFLECTOMETER MEASUREMENTS	LIN FT	6,320.00	0.01	63.20
2582.518	CROSSWALK PREF THERMO GR IN	SQ FT	602.00	15.12	9,102.24
				TOTAL	\$1,030,710.26
	(1) 100% CITY GO BOND	\$200,000.00	(capped at \$200,000.00)		
	100% SEC 164 FEDERAL	\$830,710.26	(capped at \$1,500,000.00)		
	BALANCE STATE	\$0.00			

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1047272

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1047272

Data is considered Non-public prior to project award.

(4) 100% CITY

(P) = PLAN QUANTITY

* = 3% CONSTRUCTION ENGINEERING ITEMS

1047272

ITEM NUMBER	S.P. 0504-20 UTILITY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2016.609	QUALITY MANAGEMENT - E-TICKETING				
2021.501	MOBILIZATION	TON	11.00	1.00	11.00
2031.502	FIELD OFFICE	LUMP SUM	0.05	790,000.00	39,500.00
2031.502	FIELD LABORATORY	EACH	0.05	28,475.00	1,423.75
2101.505	GRUBBING	EACH	0.05	14,265.00	713.25
2104.502	* REMOVE MANHOLE (P)	ACRE	0.10	4,800.00	480.00
2104.502	* REMOVE CASTING	EACH	2.00	500.00	1,000.00
2104.502	* REMOVE GATE VALVE & BOX	EACH	1.00	200.00	200.00
2104.502	* REMOVE CURB STOP & BOX	EACH	4.00	150.00	600.00
2104.502	* REMOVE DRAINAGE STRUCTURE	EACH	1.00	100.00	100.00
2104.502	* REMOVE LIFT STATION	EACH	2.00	500.00	1,000.00
2104.502	* SALVAGE GATE VALVE & BOX	EACH	1.00	25,000.00	25,000.00
2104.502	SALVAGE SIGN TYPE C	EACH	1.00	350.00	350.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	EACH	1.00	55.00	55.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	17.00	5.00	85.00
2104.503	* REMOVE WATER MAIN	LIN FT	322.00	1.50	483.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	242.00	6.00	1,452.00
2104.503	* REMOVE SEWER PIPE (SANITARY)	LIN FT	406.00	10.00	4,060.00
2104.503	* REMOVE CURB & GUTTER	LIN FT	307.00	5.00	1,535.00
2104.503	* REMOVE WATER SERVICE PIPE	LIN FT	106.00	4.50	477.00
2104.503	* REMOVE FORCE MAIN	LIN FT	20.00	3.00	60.00
2104.503	SALVAGE PIPE SEWER	LIN FT	408.00	8.00	3,264.00
2104.503	SALVAGE CONCRETE PIPE STORM SEWER	LIN FT	60.00	10.00	600.00
2104.504	REMOVE BITUMINOUS PAVEMENT	LIN FT	88.00	20.00	1,760.00
2104.518	REMOVE CONCRETE WALK	SQ YD	676.00	5.50	3,718.00
2106.601	* DEWATERING	SQ FT	440.00	1.30	572.00
2211.507	AGGREGATE BASE (CV) CLASS 6	LUMP SUM	1.00	20,000.00	20,000.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (4,C) (P)	CU YD	39.00	40.00	1,560.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	11.00	68.00	748.00
2451.507	* COARSE FILTER AGGREGATE (CV) (P)	TON	11.00	72.00	792.00
2502.602	* 8" PVC PIPE DRAIN CLEANOUT	CU YD	710.00	55.00	39,050.00
2503.503	* 6" PVC PIPE SEWER	EACH	1.00	1,000.00	1,000.00
2503.503	* 8" PVC PIPE SEWER	LIN FT	12.00	40.00	480.00
2503.503	* 10" PVC PIPE SEWER	LIN FT	132.00	45.00	5,940.00
		LIN FT	404.00	50.00	20,200.00

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(4) 100% CITY

(P) = PLAN QUANTITY

* = 3% CONSTRUCTION ENGINEERING ITEMS

1047272

ITEM NUMBER	S.P. 0504-20 UTILITY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2503.503	* 12" PVC PIPE SEWER	LIN FT	1,661.00	55.00	91,355.00
2503.503	* 8" DUCTILE IRON PIPE SEWER CL 52	LIN FT	20.00	48.00	960.00
2503.503	36" RC PIPE SEWER DES 3006 CL III	LIN FT	462.00	140.00	64,680.00
2503.503	* INSTALL CONCRETE SEWER	LIN FT	88.00	70.00	6,160.00
2503.503	* INSTALL PIPE SEWER	LIN FT	60.00	40.00	2,400.00
2503.602	* CONNECT TO EXISTING SANITARY SEWER	EACH	7.00	1,500.00	10,500.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2.00	1,111.00	2,222.00
2503.602	* CONNECT TO EXISTING MANHOLES	EACH	2.00	1,200.00	2,400.00
2503.602	* CONNECT TO EXISTING SANITARY SEWER SER	EACH	1.00	250.00	250.00
2503.602	* 8"X6" PVC WYE	EACH	1.00	500.00	500.00
2503.603	* PLUG FILL & ABANDON PIPE SEWER	LIN FT	1,090.00	5.00	5,450.00
2503.603	* CLEAN & VIDEO TAPE PIPE SEWER	LIN FT	2,229.00	2.00	4,458.00
2503.603	* 16" STEEL CASING PIPE	LIN FT	90.00	175.00	15,750.00
2503.603	* 18" STEEL CASING PIPE	LIN FT	125.00	200.00	25,000.00
2503.603	* 20" STEEL CASING PIPE	LIN FT	96.00	225.00	21,600.00
2503.604	* 4" INSULATION	SQ YD	38.00	40.00	1,520.00
2504.602	* CONNECT TO EXISTING WATER MAIN	EACH	13.00	1,500.00	19,500.00
2504.602	* CONNECT TO EXISTING WATER SERVICE	EACH	1.00	300.00	300.00
2504.602	* HYDRANT	EACH	1.00	5,000.00	5,000.00
2504.602	* INSTALL GATE VALVE & BOX	EACH	1.00	1,000.00	1,000.00
2504.602	* ADJUST VALVE BOX	EACH	5.00	250.00	1,250.00
2504.602	* 1" CORPORATION STOP	EACH	1.00	400.00	400.00
2504.602	* 4" GATE VALVE & BOX	EACH	1.00	1,600.00	1,600.00
2504.602	* 6" GATE VALVE & BOX	EACH	3.00	2,000.00	6,000.00
2504.602	* 10" GATE VALVE & BOX	EACH	1.00	3,500.00	3,500.00
2504.602	* 1" CURB STOP & BOX	EACH	1.00	450.00	450.00
2504.602	* 10" WET TAP	EACH	1.00	7,000.00	7,000.00
2504.603	* 1" TYPE K COPPER PIPE	LIN FT	27.00	30.00	810.00
2504.603	* 4" WATERMAIN DUCTILE IRON CL 52	LIN FT	19.00	35.00	665.00
2504.603	* 6" WATERMAIN DUCTILE IRON CL 52	LIN FT	65.00	45.00	2,925.00
2504.603	* 8" WATERMAIN DUCTILE IRON CL 52	LIN FT	138.00	55.00	7,590.00
2504.603	* 10" WATERMAIN DUCTILE IRON CL 50	LIN FT	218.00	65.00	14,170.00
2504.603	* 16" STEEL CASING PIPE	LIN FT	90.00	175.00	15,750.00
2504.603	* 18" STEEL CASING PIPE	LIN FT	77.00	200.00	15,400.00

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(4) 100% CITY

(P) = PLAN QUANTITY

* = 3% CONSTRUCTION ENGINEERING ITEMS

1047272

ITEM NUMBER	S.P. 0504-20 UTILITY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2504.604	* 4" INSULATION	SQ YD	593.00	35.00	20,755.00
2504.608	* DUCTILE IRON FITTINGS	POUND	1,798.00	10.00	17,980.00
2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	3.00	6,500.00	19,500.00
2506.502	CASTING ASSEMBLY	EACH	20.00	855.00	17,100.00
2506.502	ADJUST FRAME & RING CASTING	EACH	3.00	500.00	1,500.00
2506.503	* CONST DRAINAGE STRUCTURE DESIGN 4007	LIN FT	204.80	250.00	51,200.00
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	6.30	1,000.00	6,300.00
2506.603	* CONSTRUCT 8" OUTSIDE DROP	LIN FT	18.50	800.00	14,800.00
2521.518	4" CONCRETE WALK	SQ FT	248.00	7.00	1,736.00
2521.518	6" CONCRETE WALK	SQ FT	187.00	10.50	1,963.50
2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	35.00	26.50	927.50
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	71.00	29.00	2,059.00
2531.618	TRUNCATED DOMES	SQ FT	27.00	52.00	1,404.00
2545.502	LIGHTING UNIT TYPE 9-40	EACH	9.00	3,645.02	32,805.18
2545.502	LIGHT FOUNDATION DESIGN E	EACH	9.00	1,061.05	9,549.45
2545.502	HANDHOLE	EACH	16.00	1,623.66	25,978.56
2545.503	* 2" NON-METALLIC CONDUIT	LIN FT	10,810.00	5.39	58,265.90
2545.503	3" NON-METALLIC CONDUIT	LIN FT	95.00	5.70	541.50
2545.503	DIRECT BURIED LIGHTING CABLE 4/C 4 AWG	LIN FT	2,535.00	8.90	22,561.50
2563.601	TRAFFIC CONTROL	LUMP SUM	0.05	315,000.00	15,750.00
2564.502	INSTALL SIGN TYPE C	EACH	1.00	300.00	300.00
2574.505	SOIL BED PREPARATION	ACRE	1.20	150.00	180.00
2574.508	FERTILIZER TYPE 3	POUND	392.00	0.62	243.04
2575.505	SEEDING	ACRE	1.20	186.00	223.20
2575.508	SEED MIXTURE 25-131	POUND	245.00	3.69	904.05
2575.508	HYDRAULIC STABILIZED FIBER MATRIX	POUND	3,430.00	1.00	3,430.00
				*SUBTOTAL	576,321.90
				SUBTOTAL	288,419.48
				TOTAL	\$864,741.38
	(4) 100% CITY	\$864,741.38			

Data is considered Non-public prior to project award.

CITY OF FOLEY

RESOLUTION

IT IS RESOLVED that the City of Foley enter into MnDOT Agreement No. 1047272 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the grading, bituminous milling and surfacing, roundabout, lighting, ADA improvements, Bridge No. 05X01, and No. 05X06 construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 23 from Broadway Avenue South to the Rum River under State Project No. 0504-20.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Foley at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2022
Notary Public _____
My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2022-04

A RESOLUTION FOR THE CITY OF FOLEY AND MNDOT AGREEMENT #1047272

IT IS RESOLVED that the City of Foley enter into MnDOT Agreement No. 1047272 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the grading, bituminous milling and surfacing, roundabout, lighting, ADA improvements, Bridge No. 05X01, and No. 05X06 construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 23 from Broadway Avenue South to the Rum River under State Project No. 0504-20.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Foley at an authorized meeting held on the 8TH day of February, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2022

Notary Public _____

My Commission Expires _____

ATTEST:

(Signature)

(Type or Print Name)

(Signature)

(Type or Print Name)

FIRE PROTECTION CONTRACT

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

Article I. This agreement covers the following geographic area:

All of Gilmanton Township

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

- A. Two or more fire calls received from the Town officers or from property owners, within the area covered by fire protection contracts or mutual aid contracts, shall be answered in the order of their receipt unless the fire chief or other officer in charge of the fire department at the time otherwise directs.
- B. Road and weather conditions must be such that the fire run can be made with reasonable safety to the firefighters and equipment of the City. The decision of the fire chief or other officer in charge of the fire department at the time that the fire run cannot be made with reasonable safety to firefighters and equipment shall be final.
- C. The City shall not be liable to the Town or for loss or damage of any kind whatever resulting from any failure to furnish, or any delay to furnishing fire personnel or fire equipment, or from failure to prevent, control or extinguish any fire, unless such loss or damage is caused by the negligence of the officer, agents or other employees of the City or its fire department. The City agrees to defend and indemnify the Town against any claims brought or actions filed against the Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, which are not excluded by the preceding sentence. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.

- D. In responding to fire calls within the Town area covered by this contract the fire chief or other officer in charge of the fire department at the time shall dispatch only such personnel and equipment as in their opinion can be safely spared from the City. In case an emergency arises within the City, while equipment and personnel of the fire department are engaged in fighting a fire within the Town area covered by this contract, the fire chief or other officer in charge of the fire department may, in their discretion, recall to the City such equipment and personnel as they may, in their opinion, consider necessary to meet the emergency.

Article III. The City Further agrees:

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

Article IV. The Town agrees:

- A. To pay to the City annually the sum equal to .0225% of its 2021 estimated market value for the 2022 contract, .0225% of its 2022 estimated market value for the 2023 contract, and .0225% of its 2023 estimated market value for the 2024 contract. Each annual payment shall be made on or before June 30th of each year during the term of this contract. The amounts paid under this provision shall be used by the City to maintain, replace, and buy additional fire equipment.
- B. The Town further agrees to pay to the City for each fire call or run to the Town area covered by this contract the sum of Three Hundred (\$300.00) Dollars for the first hour or fraction thereof, and in addition the sum of Two Hundred Fifty (\$250.00) Dollars for each additional hour or fraction thereof. Fire calls that are cancelled three (3) or more minutes after the trucks have left the station are billable.
- C. The Town further agrees to pay to the City for each medical/first response call or run to the Town area covered by this contract the sum of One Hundred (\$150.00). Medical/first response calls that are cancelled three (3) or more minutes after the trucks have left the station are billable.
- D. If any additional outside resources (such as trackhoe, backhoe, etc.) are requested by the officer in charge and deemed necessary to extinguish the fire in a safe and timely manner, payment of these resources shall be the responsibility of the property owner. If the charges are left unpaid for 60 days, the township will assume responsibility of the unpaid bill(s) and may seek reimbursement through property tax certification.
- E. Invoicing for fire calls will be sent directly to the Town for payment. Invoices for medical/first responder calls will be sent once to the homeowner/victim before being turned over to the Town for payment. All cancelled calls will be sent directly to the Town.
- F. The Town agrees to make a Town fire protection levy or otherwise to provide for funds each year in an amount sufficient to pay to the City the compensation above agreed upon.

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

This contract shall be in effect from and after the 1st day of January, 2022, for a term of three years from that date. Contracts can only be terminated at the end of the year on December 31st providing either of the parties submit a written intent to terminate notice by November 1st prior to the end of that year.

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

The City of Foley, Minnesota

By _____
Mayor

Attest:

City Administrator

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

The Town of Gilmanton of Benton County, Minnesota

By _____
Chairman of the Town Board

Attest:

Clerk

FIRE PROTECTION CONTRACT

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

Article I. This agreement covers the following geographic area:

All of Alberta Township

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

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

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

This contract shall be in effect from and after the 1st day of January, 2022, for a term of three years from that date.

Contracts can only be terminated at the end of the year on December 31st providing either of the parties submit a written intent to terminate notice by November 1st prior to the end of that year.

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

The City of Foley, Minnesota

By _____
Mayor

Attest:

City Administrator

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

The **Town of Alberta** of **Benton County**, Minnesota

By _____
Chairman of the Town Board

Attest:

Clerk

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

A PROCLAMATION FOR THE CITY OF FOLEY SCHOOL CHOICE WEEK

WHEREAS all children in City of Foley should have access to the highest-quality education possible; and,

WHEREAS City of Foley recognizes the important role that an effective education plays in preparing all students in City of Foley to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of City of Foley; and,

WHEREAS City of Foley is home to a multitude of high quality public and non-public schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS City of Foley has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Gerard Bettendorf do hereby recognize January 23-29, 2022, as City of Foley School Choice Week, and I call this observance to the attention of all of our citizens.

Gerard L. Bettendorf, Mayor



Foley Fire Department

81 Norman Avenue South • P.O. Box 709 • Foley, MN 56329 • 320-968-7260

1/20/2022

Foley City Council

At your 12-7-2021 City Council Meeting when you approved the request of the Foley Firefighter's Relief Association for an increase of the Firefighter's Service Pension to \$4,500 per year of Active Service, there was discussion and you requested that the Relief Assn. take over all costs of the Yearly Relief Assn. Fund Audit and Audit expenses be removed from the City/Fire Department General Fund. This was discussed by the Fire Department and Relief Assn. at our January Meeting and it was agreed that effective immediately the Foley Firefighter's Relief Assn. will take over all expenses and control of their yearly Audit, although the Fire Department General Fund will give an additional \$1,000 (for a total of \$8,500 yearly) to the Relief Assn. as part of the City's Annual Contribution. The Fire Department and Relief Assn. also wants to keep open the opportunity to have further discussions on an additional increase to the City/Fire Department Yearly Contribution to the Relief Assn. at upcoming year's Budget Planning Meetings.

Thank you,

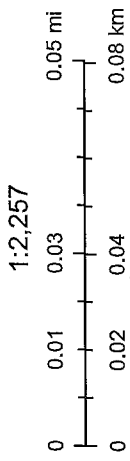
Mark Pappenfus

Foley Fire Chief

Adam Foss

Foley Firefighter's Relief Assn. President

ArcGIS Web Map



1/26/2022, 11:26:15 AM

Benton_Co_Data - Benton Parcels

Municipal Boundary

Maxar, Microsoft, Esri, HERE, Garmin, IPC

Foley Police Department

Policy/Procedure Manual Modifications

2/28/2020:

6400.2.4: Facial Hair : Page 2623 : Change to allow facial hair if kept short and neatly trimmed

2/28/2020:

202.A.1.10: Mental Health/Implicit Bias/Crisis Intervention Training : Page 15 :
Added POST mandated Training as of July 2018.

11/10/2020:

202: Training Requirement : Page 14: Change to ALL League of MN Cities (LMC) Online Patrol Courses yearly in Use of Force, Crisis Conflict, Community Diversity, OSHA, and critical knowledge categories. This is for courses are continually getting added.

300: Use of Force : Page : 17
Added POST mandated policy updates

1301: Eye Witness Identification : Page 115
Added POST mandated policy updates

2200.8: Mandated Shift Requirement : Page 135
Change to part-time officers are required to work minimum of 2 shifts per month

3/16/2021:

300: Use of Force: Page : 20
Added POST mandated police updates

4500: Sexual Assault Investigations: Page: 211
Added POST mandated policy updates

Appendix: Added Use of Force Learning Objective : Page 280

1/4/2022:

300: Use of Deadly Force: Page : 17-20
Updated POST mandated Policy

Foley Police Department

Policy/Procedure Manual Modifications

2/2/2022:

612: Public Assembly and First Amendment Activity: Page 69-77
Suggested by POST

Updated all Formatting in policy/procedure manual.

Bills List - February 8th, 2022

Gross Salaries - FIRE & COUNCIL	Payroll - 1/7/22	\$	29,910.00
EFTPS	Federal Withholding	\$	5,076.20
MN Dept of Revenue	State Withholding	\$	300.00
State Treas. PERA	PERA	\$	120.00
Gross Salaries	Payroll - 1/14/22	\$	30,984.03
EFTPS	Federal Withholding	\$	5,730.33
MN Dept of Revenue	State Withholding	\$	1,056.99
State Treas. PERA	PERA	\$	5,852.43
Nationwide	Deferred Comp	\$	795.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	70.00
Further	HSA Contribution	\$	595.00
Gross Salaries	Payroll - 1/28/22	\$	32,742.68
EFTPS	Federal Withholding	\$	5,485.31
MN Dept of Revenue	State Withholding	\$	1,061.06
State Treas. PERA	PERA	\$	6,271.51
Nationwide	Deferred Comp	\$	962.85
Pacific Life Ins	Deferred Comp/Roth IRA	\$	70.00
Further	HSA Contribution	\$	1,765.00
LELS	Police Union Dues	\$	195.00

Already Paid - 2/8/2022

C NA Surety	2022 Bond Penalty Ins	\$	100.00
Cloudnet Internet Access & Consulting	Server fee	\$	10.00
Delta Dental	Employee Dental Insurance	\$	1,307.15
First National Bank Omaha	Credit Card purchases	\$	1,193.46
Further	Employer H S A contribution and Participation fee	\$	380.35
Health Partners	Insurance premium Jan & Feb	\$	28,315.81
Minnesota State Fire Chiefs Association	Membership renewal 2022	\$	400.00
MN Department of Revenue	sales and use tax	\$	114.00
MN DNR Ecological and Water Resources	Water permit	\$	460.40
MN State Retirement System	Josh Lindgren Severance	\$	7,180.49
Northland Securities	Annual CD reporting	\$	435.00
Office of Administrative Hearings	Annexation filings Triple E	\$	25.00
RevTrak, Inc	CC processing fee	\$	248.19
Silt Sock-TIF	Silk Sock TIF payment	\$	18,734.22
Sun Life Financial	LTD Insurance	\$	302.04
USABLE Life	Employee Life Insurance	\$	279.50
Verizon	Cell Phones	\$	300.82
Wex Bank	Fuel FD and Snow Removal	\$	2,348.93

To Be Paid - 2/8/2022

AllSpec Services	Building Official Services	\$	3,947.45
American Door Works	PD Garage Door Repair	\$	271.07
American Legion Auxillary	Foley Fire Banquet	\$	825.24
Auto Value	1601, 721, Shop Maint	\$	78.52
Benton County Highway Department	PD Fuel	\$	1,852.21
Benton County Records Office	Resolution, Easement & CUP Recording	\$	184.00
Bound Tree	FD Supplies	\$	64.18
Bruce Thompson	Water Meters Repairs & Salt Shed Thermostat	\$	939.00
Central McGowan	FD & PD Medical Equipment	\$	224.95
Central MN Mutual Aid Assoc	2022 Membership	\$	50.00
Cintas	Uniforms	\$	180.32
City of St. Cloud	2022 CMWEA Membership	\$	224.00
Cloudnet	Server Fee	\$	10.00
Coborn's	FD Supplies	\$	14.97
Cody Grundeen	Water Sewer Refund	\$	81.51
Crysteel	Snow Equipment Repair	\$	1,499.34

DVS Renewal	Vehicle License Tabs	\$	288.75
East Central Energy	Utilities	\$	1,223.60
Farm-Rite Equipment of St. Cloud	Bobcat, Snow Plow Repair	\$	1,593.83
Ferguson Waterworks	Sidewalk Salt, Water Meters & Analysis	\$	1,521.90
Foley Fuel & Lumber	Salt Shed	\$	21,994.52
Foley Hardware	Shop, Scout House, Vehicle Maint, Trees, Street, Boots	\$	746.85
Galls	PD Uniforms	\$	212.46
Gilman Coop Creamery	Street Supplies	\$	119.41
Gopher State One Call	Email Tickets & 2022 Facility Operator Fee	\$	54.05
Handyman's Hardware	Drinking Fountain Filters	\$	153.00
Hawkins	Water Chemicals	\$	1,670.65
International Institute of Municipal Clerks	2022 Membership - Sarah Brunn	\$	175.00
Interstate Battery	PD Batteries	\$	70.53
K&K Tire & Auto	Wood Chipper Repair	\$	149.00
Lawson Products	Shop Supplies	\$	1,739.43
League of MN Cities	PD Training, City Hall Training	\$	580.00
Marco	Copier Lease	\$	261.07
Midco	Phone & Internet Services	\$	896.91
Mimbach Fleet	FD Supplies	\$	44.95
MN Firefighter	FD Subscriptions	\$	154.00
Momentum	Vehicle Maint	\$	89.16
Murphy Chevrolet	PD Squad Repair	\$	162.82
Rinke Noonan	WW Exp, Union, General Legal	\$	1,022.00
RMB Environmental Laboratories	Water & Sewer Testing	\$	219.00
Shift Technologies	IT Services, Antivirus, & Antispam	\$	301.50
Short Elliott Hendrickson	Pouchtec, WW Exp, General Engineering	\$	2,313.50
Staples	Office Supplies	\$	1,144.24
Star Publications	December and January Publications	\$	979.80
Streichers	PD Uniforms	\$	559.99
Tanya Peterick	Water Sewer Refund	\$	181.67
Team Lab	Water Meters & Vehicle Maint	\$	1,818.00
Thomas Tool & Supply	FD Equip	\$	424.98
Tri-County Human Society	Animal Surrenders Within City Limits	\$	250.00
USABlue Book	Water Analysis	\$	130.05
Voss Lighting	Scout House Lights	\$	500.00
Xcel Energy	Utilities	\$	9,230.40
Ziegler	Snow Equip Repair & Skating Rink	\$	147.34
		\$	219,343.67

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2022-05

EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF
FOLEY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of FOLEY, Benton County, Minnesota, was duly held in the Council Chambers of FOLEY in said City on the 8th day of February 2022, at 5:30 p.m.

The following members were present: Gondeck, Musachio, Bettendorf, Swanson, Brosh and the following were absent: None. Member _____ introduced the following resolution and moved its adoption.

RESOLUTION NO. 2022 - 05
RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a motion passed by the council on November 5, 2019, Bolton & Menk, Inc. has prepared plans and specifications for the Wastewater Regionalization Project, the construction of forcemain, lift stations, and appurtenances and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The city administrator shall prepare and cause to be inserted in the official paper and in QuestCDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received online until 1:00 p.m. on March 30, 2022, at which time they will be publicly opened in the council chambers of the city hall by the city administrator and project engineer, will then be tabulated, and will be considered by the council at 5:30 p.m. on April 5, 2022, in the council chambers of the city hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless submitted online and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the administrator for 5 percent of the amount of such bid.

Adopted by the council this 8th day of February 2022

Gerard L. Bettendorf, Mayor

Sarah A. Brunn, City Administrator

STATE OF MINNESOTA
CITY OF FOLEY
COUNTY OF BENTON

I, the undersigned, being the duly qualified and acting Administrator of the City of FOLEY, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes approving plans and specifications and ordering advertisement for bids on said improvement.

WITNESS my hand and the seal of said City this 8th day of February, 2022.

Sarah A. Brunn, City Administrator



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

MEMORANDUM

Date: February 3, 2022
To: Honorable Mayor Bettendorf
and Members of the City Council
City of Foley
From: Jared Voge, P.E.
Principal Engineer
Subject: Project Summary and Authorization to Bid
Wastewater Regionalization Project
Foley, Minnesota
BMI Project No.: R21.120226

Plans and specifications have been prepared for the Wastewater Regionalization Project. The City has received its NPDES/SDS permit from the MPCA and it became effective February 1, 2022. Pending City Council approval of the construction documents, the following is the anticipated schedule:

Council Approve Plans & Specifications, Authorize Advertisement	February 8, 2022
Advertise Project for Bids	March 1, 2022
Bid Opening	March 30, 2022
Award Contract	April 5, 2022
Begin Construction	May 2022
Construction Complete	Late Summer/Fall 2023

- Total length of forcemain – 15.8 miles
- Forcemain diameter – 12 inches, nominal
- Number of Air & Vacuum Release Manholes – 42
- Wastewater Travel Time from Foley to St. Cloud – approximately 20 hours.
- Pipe volume when full – 489,850 gallons
- Elevation difference Foley to St. Cloud – 106 feet
- Estimated Construction Cost Range - \$17.5 million - \$20 million

Included with this summary are the following Plan Sheets: Title sheet, Odor Control Building Site Plan, the three Lift Station Plan sheets, and the connection to the Saint Cloud Quebecor Interceptor.

We recommend that the City Council adopt the enclosed Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.

If you have any questions, please call.

JAV/jac

CITY OF FOLEY, MINNESOTA

CONSTRUCTION PLANS FOR

WASTEWATER REGIONALIZATION PROJECT

SANITARY FORCEMAIN, LIFT STATIONS WITH CONTROLS, ODOR CONTROL STRUCTURE & COMPONENTS, SANITARY SEWER,
SITE IMPROVEMENTS, EROSION AND SEDIMENT CONTROL, TURF ESTABLISHMENT & MISCELLANEOUS CONSTRUCTION

FEBRUARY 2022

RESOURCE LIST

CITY OF FOLEY

City Hall
251 4TH AVE N
PO BOX 709
FOLEY, MN 56329

City Administrator:
SARAH BRUNN

City Engineer:
(Consultant)
JARED A. VOGEL, P.E.
BOLTON & MENK, INC.
2040 HWY 12 EAST
WILLMAR, MN 56201

Utility Superintendent:
MARK PAPPENFUS

UTILITIES

GAS

NORTHERN NATURAL GAS
(320) 247-2791
XCEL ENERGY
(320) 255-8619
FLINT HILLS RESOURCES
(320) 232-8910

TELEPHONE

BENTON COOP TELEPHONE
(320) 393-1134
TDS METROCOM
(320) 354-7813
CENTURY LINK
PALMER WIRELESS LLC

CABLE

CHARTER COMMUNICATIONS
MIDCONTINENT
COMMUNICATIONS
(763) 691-3000
FRONTIER COMMUNICATIONS
(320) 980-6959
ARVIG
(219) 298-2044

ELECTRIC

XCEL ENERGY
(320) 360-6122
EAST CENTRAL ENERGY
(320) 216-5378
SOUTHERN MN MUNI POWER
AGENCY

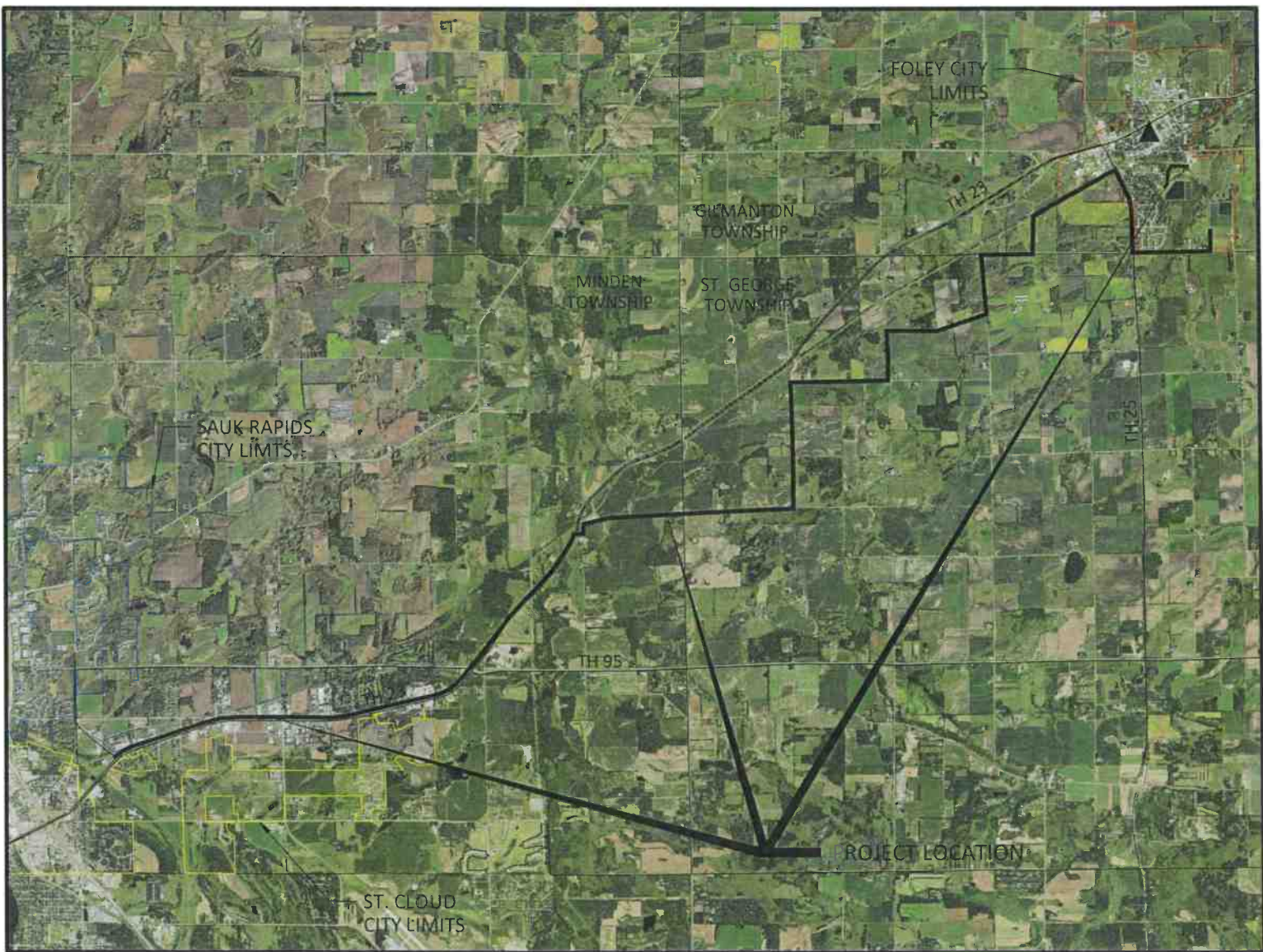
NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

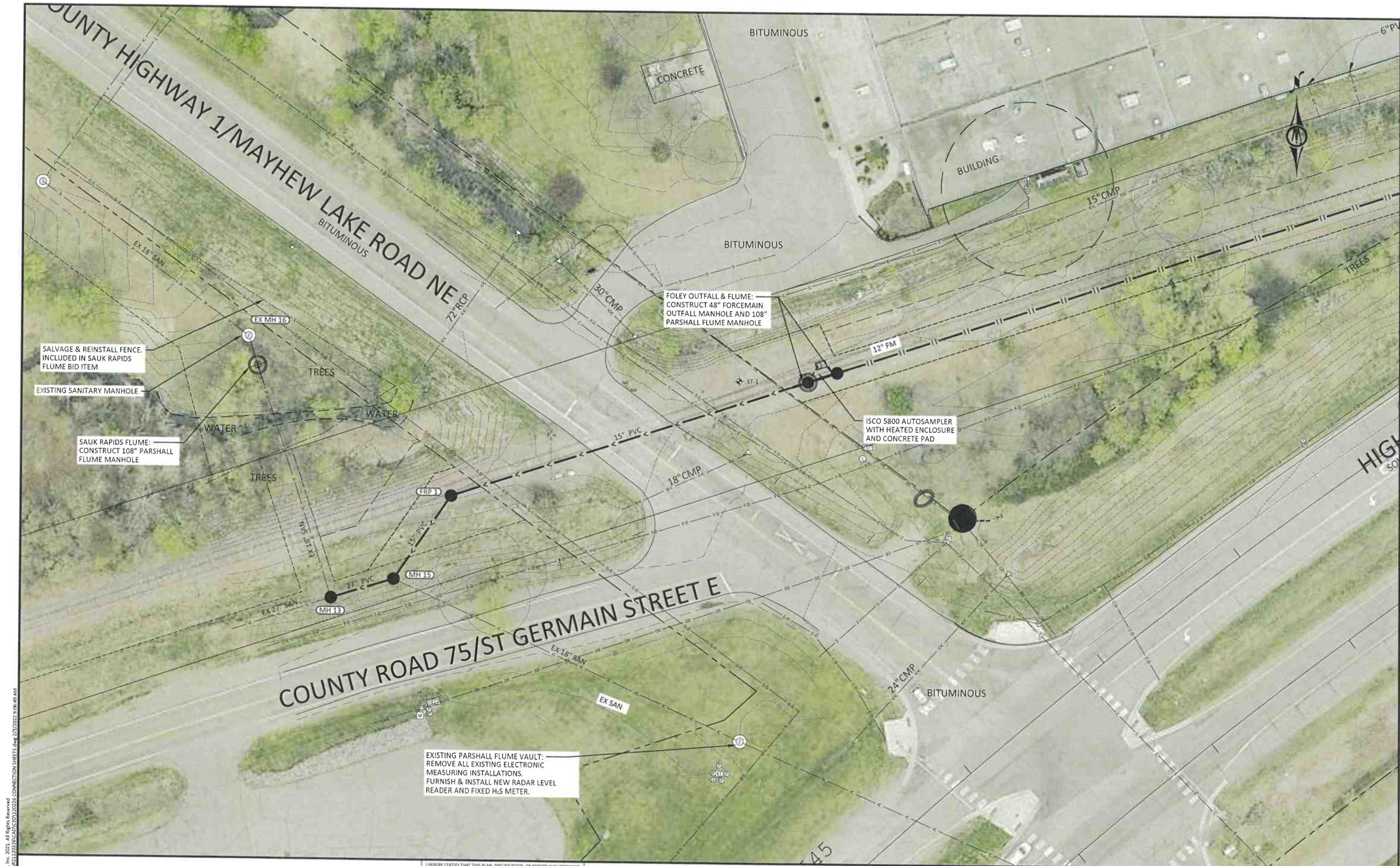


MAP LEGEND

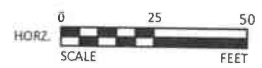
- PROJECT LIMITS
- BID LOCATION



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.04	TITLE SHEET, LEGEND, GENERAL NOTES
G0.05 - G0.06	STATEMENT OF ESTIMATED QUANTITIES
G1.01 - G1.02	SHEET LAYOUT & PROJECT LOCATION
G2.01 - G2.38	EROSION CONTROL PLAN, SWPPP
CIVIL	
0.01 - 0.34	EXISTING CONDITIONS & REMOVALS PLAN
1.01 - 1.10	FORCEMAIN & SANITARY SEWER TABLES, CIVIL DETAILS
1.11 - 1.13	ENVIRONMENTAL DETAILS
2.01 - 2.47	MAIN LIFT STATION FORCEMAIN - PLAN & PROFILE
2.48 - 2.56	GOLF LIFT STATION FORCEMAIN - PLAN & PROFILE
2.57 - 2.60	SANITARY SEWER (BIRCH LS TO BROADWAY LS) PLAN & PROFILE
STRUCTURAL	
3.01 - 3.02	STRUCTURAL SHEETS - MAIN LIFT STATION
3.03	STRUCTURAL SHEETS - GOLF LIFT STATION
3.04 - 3.09	STRUCTURAL SHEETS - ODOR CONTROL BUILDING
ARCHITECTURAL	
4.01 - 4.04	ARCHITECTURAL SHEETS (ODOR CONTROL BUILDING)
ENVIRONMENTAL	
5.01 - 5.04	PARSHALL FLUME AND QUEBECOR CONNECTION PLAN
5.05 - 5.08	ODOR CONTROL BUILDING
5.09 - 5.14	BROADWAY LIFT STATION
5.15 - 5.19	GOLF LIFT STATION
5.20 - 5.22	MAIN LIFT STATION
5.23 - 5.25	LANGE LIFT STATION
MECHANICAL	
6.01 - 6.02	MECHANICAL SHEETS (ODOR CONTROL BUILDING)
ELECTRICAL	
7.01 - 7.15	ELECTRICAL SHEETS
THIS PLAN SET CONTAINS ### SHEETS.	



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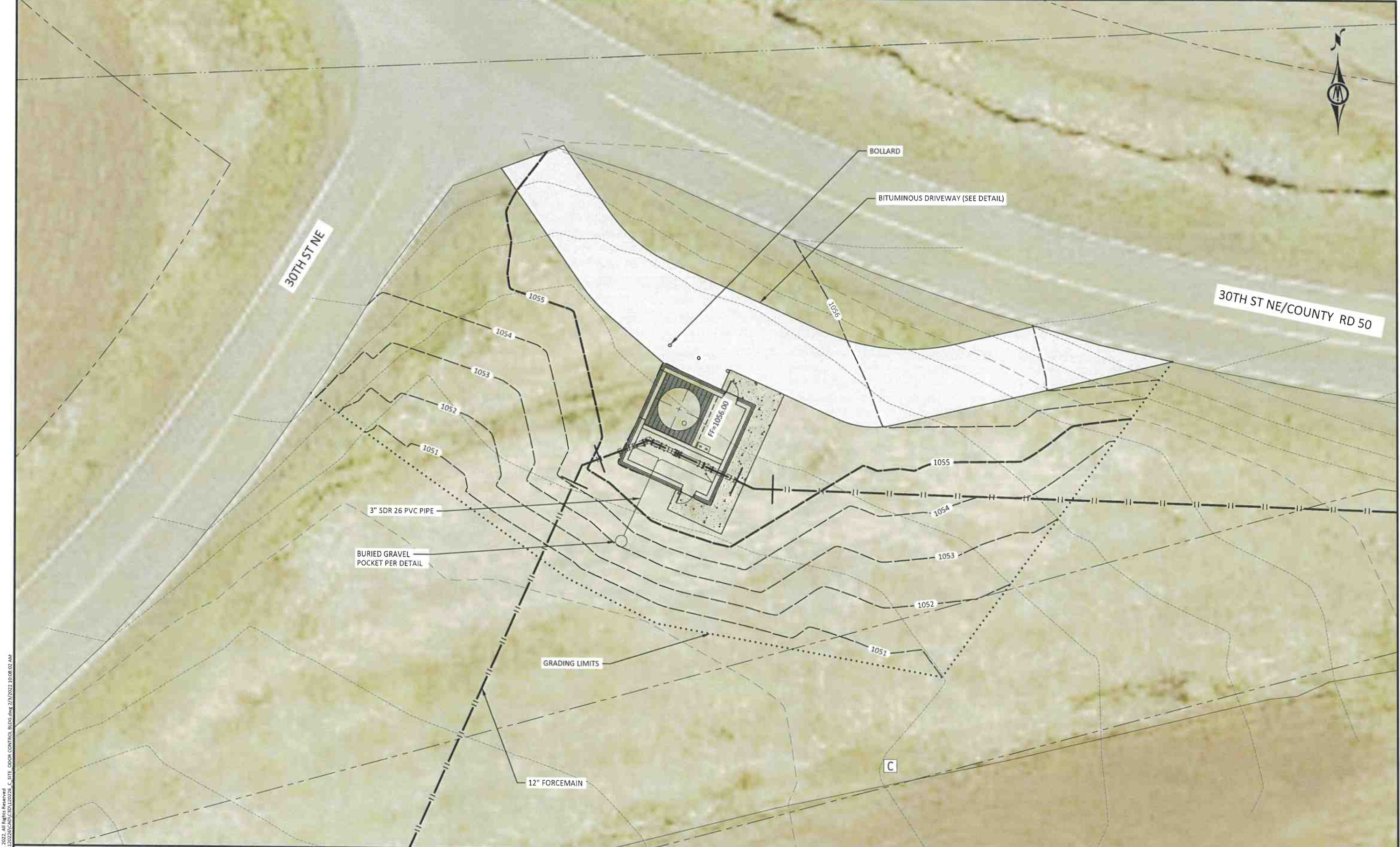
JARED A. VOGE
LIC. NO. 45063 DATE 03/30/2021



2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	JAC	NO.	120226	DATE
DRAWN	SWP			
CHECKED	JAV			
CLIENT PROJ. NO.	R21.120226			

CITY OF FOLEY, MINNESOTA
WASTEWATER REGIONALIZATION PROJECT
FOLEY AND SAUK RAPIDS CONNECTION PLAN



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H:\FOLEY_C\MINR21120226\CAD\CID\120226_C SITE ODOR CONTROL BLDG.dwg 2/3/2022 10:08:02 AM

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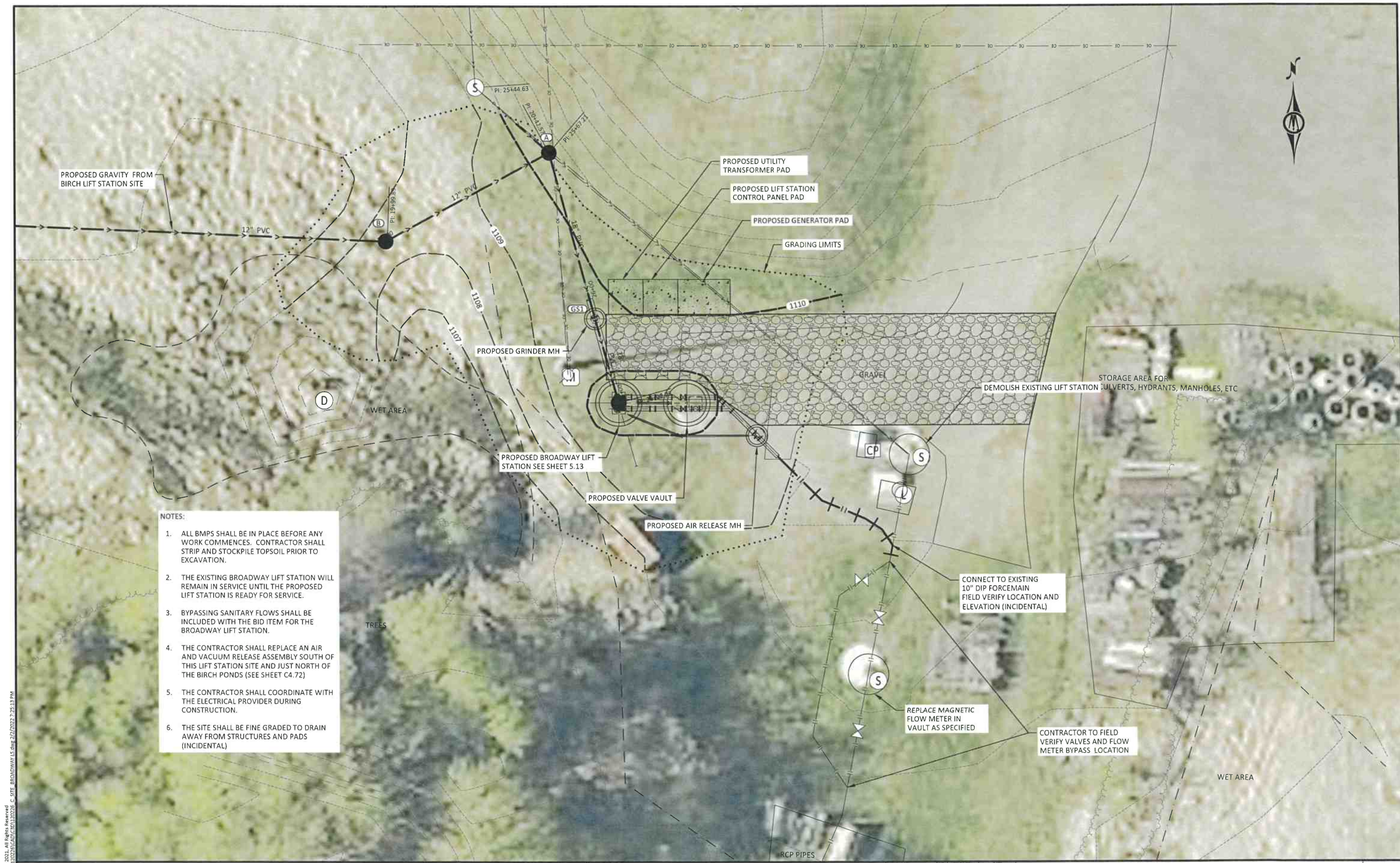


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CITY OF FOLEY, MINNESOTA
WASTEWATER REGIONALIZATION PROJECT
ODOR CONTROL BUILDING SITE PLAN
SITE PLAN

SHEET
5.05



- NOTES:
1. ALL BMPs SHALL BE IN PLACE BEFORE ANY WORK COMMENCES. CONTRACTOR SHALL STRIP AND STOCKPILE TOPSOIL PRIOR TO EXCAVATION.
 2. THE EXISTING BROADWAY LIFT STATION WILL REMAIN IN SERVICE UNTIL THE PROPOSED LIFT STATION IS READY FOR SERVICE.
 3. BYPASSING SANITARY FLOWS SHALL BE INCLUDED WITH THE BID ITEM FOR THE BROADWAY LIFT STATION.
 4. THE CONTRACTOR SHALL REPLACE AN AIR AND VACUUM RELEASE ASSEMBLY SOUTH OF THIS LIFT STATION SITE AND JUST NORTH OF THE BIRCH PONDS (SEE SHEET C4.72)
 5. THE CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL PROVIDER DURING CONSTRUCTION.
 6. THE SITE SHALL BE FINE GRADED TO DRAIN AWAY FROM STRUCTURES AND PADS (INCIDENTAL)

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PROJECT: WASTEWATER REGIONALIZATION PROJECT, C. SITE, BROADWAY LIFT STATION, SHEET 5.10, 2/2/2021 2:25:13 PM



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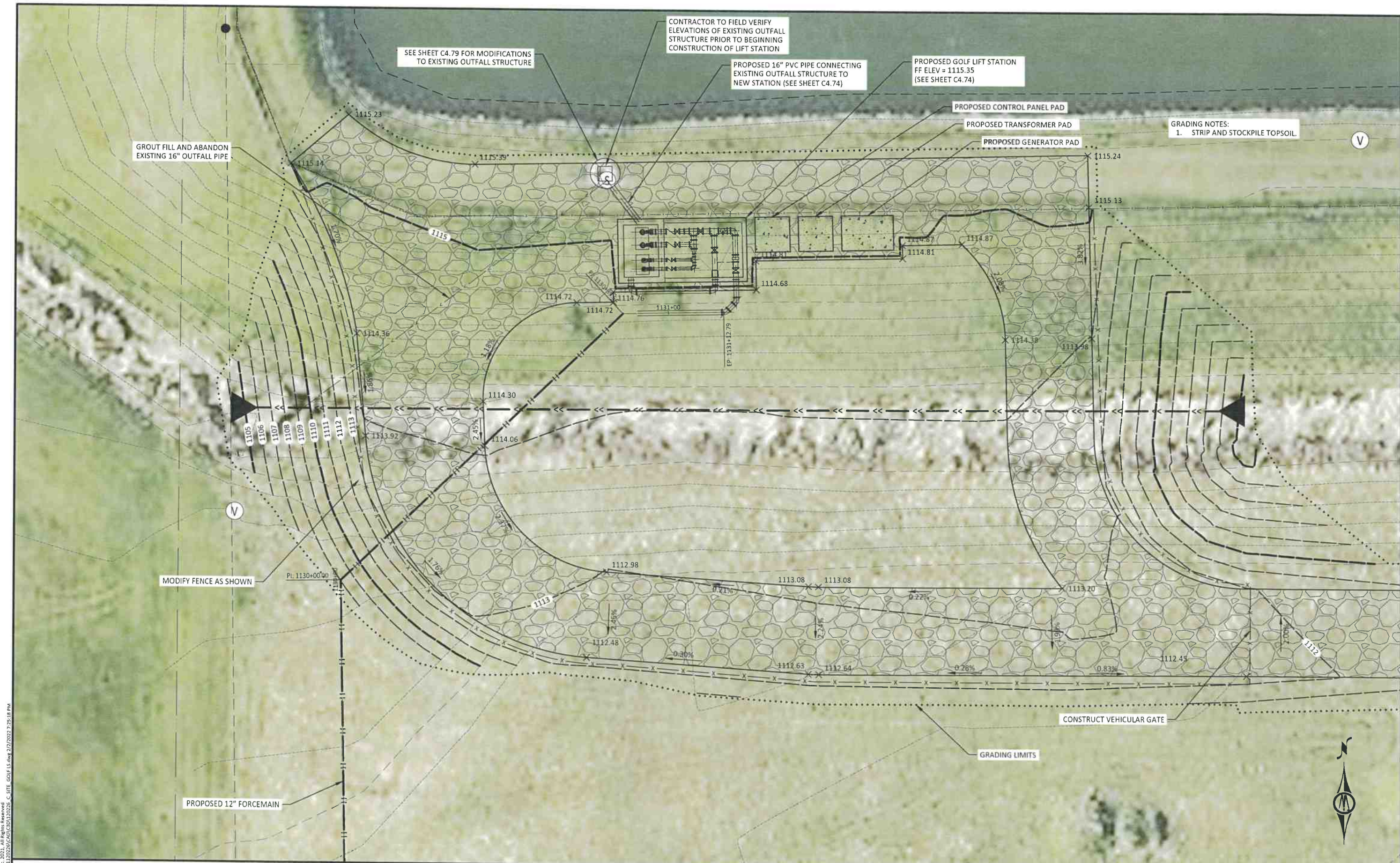
JARED A. VOICE
LIC. NO. 45063 DATE 03/30/2021



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CITY OF FOLEY, MINNESOTA	SHEET
WASTEWATER REGIONALIZATION PROJECT	5.10
BROADWAY LIFT STATION	
SITE PLAN AND GRADING	



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RAYOLEY-CO-MNR21120226(CAD/CSD)120226-C SITE GOLF LS.dwg 2/27/2022 7:25:18 PM



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LIC. NO. 45063 DATE 03/30/2021



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CHECKED	JAV		
CLIENT PROJ. NO.	R21.120226		

CITY OF FOLEY, MINNESOTA
WASTEWATER REGIONALIZATION PROJECT
GOLF LIFT STATION
SITE PLAN

SHEET
5.16



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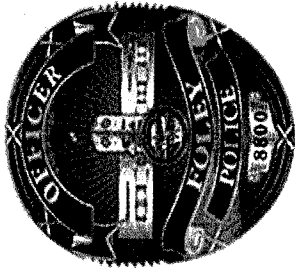
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CITY OF FOLEY, MINNESOTA
WASTEWATER REGIONALIZATION PROJECT
MAIN LIFT STATION
SITE PLAN

SHEET
5.20





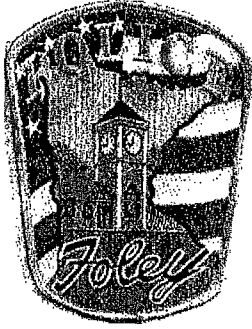
Foley Police Department

Calls for Service - 2022

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	17												
Equipment Vio.	44												
Speed	13												
DWI/DUI	0												
DAR/S/C	3												
# Citations Issued	*5												
Accidents	2												
Hit and Run	1												
Gas Drive Offs	4												
Thefts	8												
Child	13												
Controlled Substance	1												
Suspicious Activity	41												
Burglaries/Robbery	0												
Medicals/Welfare	27												
Assaults/Domestics	1												
Harassment	6												
CDP/Vandalism	0												
Animal Complaints	2												
City Ordinance	4												
Parking Tickets	18												
Disturbing the Peace	4												
Gun Permits	4												
Warrant Arrests	1												
Civil	2												
Lockout	5												
Assist other Agencies	20												
Special Events	2												
Misc.	48												
TZD Hours	0 Hours												
Total:	291												

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

KM8801



Foley Police Department

RE: Preliminary 2021 Crime Data

To: Foley City Council

Date: January 28th, 2022

This morning I received the preliminary 2021 Crime data report for violent crimes from the MN BCA. I have attached the first few pages to this letter for you to see the ups and downs of violent crimes all across the state.

I only attached 8 pages of the 66 page report. The majority of the reports are numbers from the metro area.

On page 4 you will find the number of homicides for the City of St Cloud. I did find it a bit alarming being it is so close and the number they had for their size of City.

This report only lists the most serious violent crimes and the serious property crimes. It would be interesting to see the number of domestic assaults and other offenses too. If I receive that report I will forward it onto you.

Thank you,

Chief Katie McMillin



Minnesota 2021 Preliminary Crime Data v1.2

January 21, 2022

Minnesota Bureau of Criminal Apprehension
1430 Maryland Ave. East
St. Paul, MN 55106
651-793-7000
<https://dps.mn.gov/divisions/bca>

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Introduction

Minnesota law enforcement agencies submit data on criminal activity to meet state and federal reporting requirements. The data contained in this report are preliminary and based on data received from agencies to-date. As agencies continue to submit 2021 data these numbers will change. This report is being provided at the request of stakeholders, including the focus on the 7 metro counties, the formal 2021 crime report will still be forthcoming.

In addition, certain tables in this report contain only 2021 data (carjackings, victim, and offender data). Minnesota transitioned from summary crime reporting to a more detailed form of crime reporting, called National Incident-Based Reporting (NIBRS), in 2021. This new reporting method enables agencies to report on more kinds of incidents and in greater detail than ever before. Carjackings and most victim and offender data are available for the first time using the NIBRS reporting method. 2021 was the first full year of collecting this data. Additional information about NIBRS vs. Summary Reporting is available on the BCA website at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/NIBRS-vs-Summary-Crime-Reporting.pdf>.

Statewide Crime Data

Table 1: Violent Crimes in Minnesota, 2019–2021

Type of Crime	2019	2020	2021	Year-to-Year Percent Change 2019–2020	Year-to-Year Percent Change 2020–2021
Homicide	117	185	197	59%	6.5%
Rape	2,431	2,222	2,297	-9%	3.4%
Robbery	3,081	3,885	3,898	26%	0.3%
Aggravated Assault	6,742	8,203	10,692	22%	30.3%

Table 2: Property Crimes in Minnesota, 2019–2021

Type of Crime	2019	2020	2021	Year-to-Year Percent Change 2019–2020	Year-to-Year Percent Change 2020–2021
Burglary	15,735	16,789	13,904	7%	-17.2%
Larceny	90,257	89,130	85,973	-1%	-3.5%
Motor Vehicle Theft	11,410	13,662	14,418	20%	5.5%

Table 3: Homicide Incident and Victim Counts by Agency, 2021

Agency	Homicide Incidents	Homicide Victims
Austin PD	2	2
Beltrami County	1	1
Bloomington PD	1	1
Brooklyn Center PD	3	3
Brooklyn Park PD	6	6
Burnsville PD	1	1
Carlton County SO	1	1
Carver County	1	1

Agency	Homicide Incidents	Homicide Victims
Chisago County	1	1
Crow Wing County	1	1
Duluth	1	1
Eagan	1	1
Eden Prairie PD	1	1
Faribault PD	1	1
Farmington	1	3
Fridley PD	1	1
Hastings PD	1	1
Hopkins PD	1	1
Inver Grove Heights PD	1	1
Isanti County	1	1
Lakeville PD	1	1
Le Sueur County	1	1
Little Falls PD	1	1
Mankato DPS	2	2
Maplewood PD	1	1
Meeker County	1	1
Minneapolis PD	89	94
Moorhead PD	1	1
Mounds View PD	1	1
New Hope	1	1
Renville PD	1	1
Richfield PD	1	1
Robbinsdale PD	3	4
Rochester PD	1	1
Shakopee PD	1	1
St. Cloud PD	5	5
St. Louis Co	1	2
St. Paul PD	32	38
St. Anthony PD	1	1
Virginia PD	1	1
Wabasha County	1	1
Washington County	1	1
West St. Paul PD	1	1
Winona PD	1	1
Woodbury DPS	3	3
Wright County	1	1
Total	182	197

Table 4: Homicide, Victim Age and Sex, Minnesota, 2021

Age	Female	Male	Unknown	Total
Under 18	5	12	1	18
18-24	9	35	0	44
25-34	18	31	0	49
35-49	12	39	0	51
Over 50	7	25	0	32
Unknown	1	1	1	3
Total	52	143	2	197

Table 5: Homicide, Offender Age and Sex, Minnesota, 2021

Age	Female	Male	Unknown	Total
Under 18	3	15	0	18
18-24	5	59	0	64
25-34	13	65	0	78
35-49	13	45	0	58
Over 50	1	12	0	13
Unknown	4	39	61	104
Total	39	235	61	335

Table 6: Homicide, Victim Age and Race, Minnesota, 2021

Age	White	Black	Asian	American Indian/Alaska Native	Native Hawaiian/Pacific Islander	Unknown	Total
Under 18	4	12	1	1	0	0	18
18-24	6	32	1	1	0	4	44
25-34	10	36	0	0	0	3	49
35-49	20	27	1	1	0	2	51
Over 50	14	13	2	0	0	3	32
Unknown	2	0	0	0	0	1	3
Total	56	120	5	3	0	13	197

Table 7: Homicide, Offender Age and Race, Minnesota, 2021

Offender age and race	White	Black	Asian	American Indian/Alaska Native	Native Hawaiian/Pacific Islander	Unknown	Total
Under 18	3	13	1	1	0	0	18
18-24	7	45	0	5	0	7	64
25-34	13	60	2	0	0	3	78
35-49	19	34	2	2	0	1	58
Over 50	3	10	0	0	0	0	13
Unknown	1	30	1	1	0	71	104
Total	46	192	6	9	0	82	335

Table 12: Robbery, Victim Age and Sex, Minnesota, 2021

Age	Female	Male	Unknown	Total
Under 18	93	205	4	302
18-24	385	618	6	1009
25-34	449	633	6	1088
35-49	411	611	6	1028
Over 50	302	474	4	780
Unknown	52	100	332	484
Total	1692	2641	358	4691

Table 13: Robbery, Offender Age and Sex, Minnesota, 2021

Age	Female	Male	Unknown	Total
Under 18	65	431	1	497
18-24	53	375	1	429
25-34	67	271	1	339
35-49	52	164	1	217
Over 50	8	44	0	52
Unknown	418	3868	1051	5337
Total	663	5153	1055	6871

Table 14: Robbery, Victim Age and Race, Minnesota, 2021

Age	White	Black	Asian	American Indian/Alaska Native	Native Hawaiian/Pacific Islander	Unknown	Total
Under 18	145	98	6	6	2	45	302
18-24	468	326	50	16	2	147	1009
25-34	521	362	37	15	3	150	1088
35-49	465	341	53	23	5	141	1028
Over 50	442	199	36	15	0	88	780
Unknown	66	39	1	1	1	376	484
Total	2107	1365	183	76	13	947	4691

Table 15: Robbery, Offender Age and Race, Minnesota, 2021

Age	White	Black	Asian	American Indian/Alaska Native	Native Hawaiian/Pacific Islander	Unknown	Total
Under 18	24	430	10	9	0	24	497
18-24	69	311	8	14	0	27	429
25-34	74	201	0	38	0	26	339
35-49	55	132	3	13	0	14	217
Over 50	11	37	0	3	0	1	52
Unknown	238	3541	33	100	0	1425	5337
Total	471	4652	54	177	0	1517	6871

Table 16: Aggravated Assault, Victim Age and Sex, Minnesota, 2021

Age	Female	Male	Unknown	Total
Under 18	481	641	10	1132
18-24	984	1000	15	1999
18-34	1422	1530	26	2978
35-49	1298	1455	7	2760
Over 50	541	913	8	1462
Unknown	88	211	62	361
Total	4814	5750	128	10692

Table 17: Aggravated Assault, Offender Age and Sex, Minnesota, 2021

Age	Female	Male	Unknown	Total
Under 18	210	509	1	720
18-24	374	1143	4	1521
25-34	493	1922	4	2419
35-49	380	1669	2	2051
Over 50	141	619	2	762
Unknown	224	1294	1498	3016
Total	1822	7156	1511	10489

Table 18: Aggravated Assault, Victim Age and Race, Minnesota, 2021

Age	White	Black	Asian	American Indian/Alaska Native	Native Hawaiian/Pacific Islander	Unknown	Total
Under 18	346	499	31	38	1	217	1132
18-24	669	957	33	69	4	267	1999
25-34	1275	1157	77	121	5	343	2978
35-49	1378	833	73	120	4	352	2760
Over 50	800	383	32	45	0	202	1462
Unknown	129	89	7	3	1	132	361
Total	4597	3918	253	396	15	1513	10692

Table 19: Aggravated Assault, Offender Age and Race, Minnesota, 2021

Age	White	Black	Asian	American Indian/Alaska Native	Native Hawaiian/Pacific Islander	Unknown	Total
Under 18	255	303	14	43	1	104	720
18-24	482	756	27	91	3	162	1521
25-34	871	1127	62	167	5	187	2419
35-49	921	762	54	126	7	181	2051
Over 50	396	259	10	24	0	71	760
Unknown	192	1021	22	65	0	1718	3018
Total	3117	4228	189	516	16	2423	10489

From: [Katie McMillin](#)
To: [Sarah Brunn](#)
Date: Friday, January 28, 2022 6:56:21 AM
Attachments: [image001.png](#)

I get weekly "C"-note emails from MN Chief Association and the below section was in. Thought it was interesting. I really like the body camera grant idea.

2022 Legislative Preview by Tom Freeman/MCPA Lobbyist

The legislative session begins Monday and is expected to be one of the most unique in state history. The entire legislature, Governor, Attorney General, etc. are up for re-election in the fall and new legislative districts will be released from the Redistricting process in mid-February. This will make the session highly political. The state currently has an \$8 billion surplus and over \$1 billion if federal money at its disposal. This is historic on many levels and will cause significant problems for compromise. Minnesota is one of only two states that have a divided legislature in the country. The House Democrats and the Senate Republicans have very different priorities for the session and the surplus. The good news is that all legislative leaders and the Governor are prioritizing public safety in their budget proposals announced this week. While we do not have full legislative language for these proposals yet we wanted to highlight the three proposals below.

Governor Walz Budget Proposal

- *POST Board licensee database funding. This database would allow any member of the public to find public information on all licensed peace officers in Minnesota, including any final discipline in the form of licensing sanctions that have been taken against a peace officer.*
- *Create a Violent Crime Reduction Support unit within the BCA to increase capacity to conduct forensic and investigatory work.*
- *\$10 million for grants to support community policing initiatives. Grants would be awarded to prioritize violent crime and drug crime across the state.*
- *\$2 million for the creation of a First Responder Wellness Office to provide resources for improving the mental health of first responders statewide.*
- *Body camera reimbursement program.*

Additionally, the Governor's office will be rolling out their own legalization of cannabis bill this year. The details of the bill are not public yet and we will let you know when we have more details.

Senate Republican Proposal (The dollar amounts are yet to be released)

- *Funding for Pathways to Policing*
- *Local agency grant program for recruitment and retention*
- *Transparency in charging act*
- *Making both the Sentencing Guideline Commission and POST Board appointees confirmed by the Senate*
- *Mandatory minimum for violent crimes*
- *A new crime for carjacking where sentences would be served consecutively*
- *Retention bonuses for agencies*

House Democrat Proposal

- \$40 Million for community safety grants. These grants would go to community nonprofits for violence interruption activities.
- \$22 Million for local law enforcement to use for foot patrols in disproportionately elevated levels of crime. This funding sunsets in the language.
- \$22 Million for crime investigations. The grants can be used for evidence processing technology and equipment or hiring investigatory personnel.
- \$2.5 Million for body camera grants. This is a matching fund and also requires an agency to adopt several items into their local policy that our association has opposed for years.
- \$450,000 for POST Board Investigators. It would fund 4 investigators through the POST Board to review and investigate code-of-conduct investigations among peace officers.
- \$50,000 for a new POST Board Alternative Licensure task force focused on developing strategies to increase recruitment of officers.

As you can tell the three proposals are very different and include several things our association will support but also several things that we will oppose. We will continue to be your voice at the capitol and value your input. If you have questions or want to be more involved in the public policy process please do not hesitate to contact Jeff or me directly.

Tom Freeman

Katie McMillin

Police Chief

kmcmillin@ci.foley.mn.us



City of Foley

251 4th Avenue North

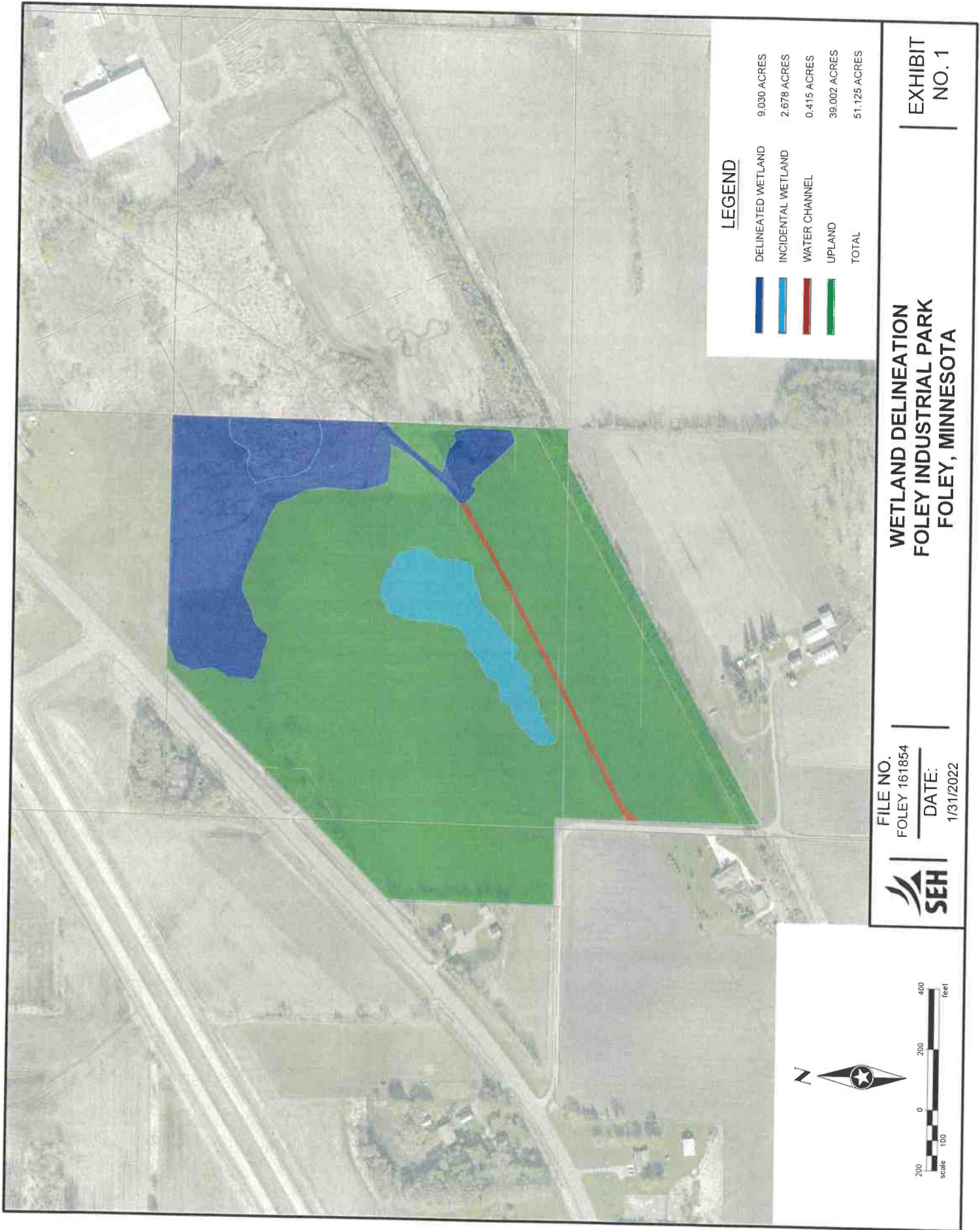
P.O. Box 709

Foley, MN 56329

www.ci.foley.mn.us

320-968-0800 Office

320-968-0801 Fax





LOT SIZES	
L1	5,670 ACRES
L2	5,742 ACRES
L3	5,391 ACRES
L4	4,320 ACRES
L5	4,416 ACRES
L6	4,014 ACRES
L7	4,420 ACRES
TOTAL	33,973 ACRES



FILE NO.
FOLEY 161854
DATE:
1/31/2022

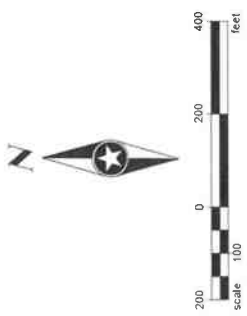
SITE CONCEPT 1
FOLEY INDUSTRIAL PARK
FOLEY, MINNESOTA

EXHIBIT
NO. 2





LOT SIZES	
L1	5,061 ACRES
L2	6,241 ACRES
L3	5,437 ACRES
L4	5,012 ACRES
L5	4,592 ACRES
L6	5,378 ACRES
L7	5,017 ACRES
TOTAL	36,725 ACRES



FILE NO.
FOLEY 161854
DATE:
1/31/2022

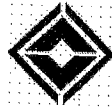


SITE CONCEPT 2
FOLEY INDUSTRIAL PARK
FOLEY, MINNESOTA

EXHIBIT
NO. 3



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Equipment
1125 7th Street E
St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: Foley 2016 Vactor 2.3.20

Invoice To: CITY OF FOLEY
Po Box 709
Foley MN 56329

Branch 01 - ST PAUL MN		
Date 02/03/2022	Time 17:03:25 (O)	Page 1
Account No FOLEY001	Phone No 3209687260	Est No 00 Q02448
Ship Via		Purchase Order PURCHASE ORDER
Tax ID No		
AARON WINDSETH		Salesperson 171

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/05/2022 Amount

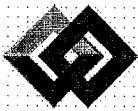
USED 2016 VACTOR 2100 PLUS/ WITH 2017 FREIGHTLINER CHASSIS,
TANDEM AXLE, SFA 6X4, 370 HP, AUTOMATIC, 66,000 GVWR:
ODOMETER READING ON 11.19.20, 2,945 HOURS/ 21,849 MILES TO
INCLUDE THE FOLLOWING OPTIONS:

300000.00

*
2100 Plus PD, 16" Vacuum, 15 Yard Debris Body
1500 Gallons of Water, 304 Stainless Steel Water Tanks
80 Gallon Per Minute Single Piston Pump, 2500 PSI
48W X 22H x 24D Curbside Toolbox
Debris Body Washout
6" Rear Door Knife Valve w/Camloc 3:00 position
Externally Mounted Trash Pump
Full Rear Door Swinging Screen
Pump Off Plumbing to Back of Cab
Centrifugal Separators (Cyclones 304 Stainless Steel)
Folding Pipe Rack, Curbside, Hydraulic
Folding Pipe Rack, Streetside, Hydraulic
Folding Pipe Rack, Rear Door, Hydraulic
Rear Door Splash Shield
Lube Manifold
Plastic Lube Chart, Included with Lube Manifold
Low Water Light w/Alarm and Water Pump Flow Indicator
3" Y Strainer at Passenger Side Fill, in Lieu of 2", with
25' Fill Hose
Hot Shift Blower Drive
180 Degree 5x5 Extendable/Telescoping Boom
Front Joystick Boom Control
Boom Hose Storage, Post for 5x5 Boom
Bellypack Wireless Controls, Including Hose Reel Controls
Rotatable Boom Inlet Hose, 5x5 Boom
Cold Weather Recirculator, PTO Driven, 25GPM
Jet Rodder Water System Accumulator
800 Foot x 1" Piranha Sewer Hose
Hose Wind Guid (Dual Roller), Auto, Indexing

*Used
Purchase*

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**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: Foley 2016 Vactor 2.3.20

Invoice To: CITY OF FOLEY
Po Box 709
Foley MN 56329

Branch 01 - ST PAUL MN		
Date 02/03/2022	Time 17:03:25 (O)	Page 2
Account No FOLEY001	Phone No 3209687260	Est No 00 Q02448
Ship Via		Purchase Order PURCHASE ORDER
Tax ID No		
AARON WINDSETH		Salesperson 171

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/05/2022 Amount

Digital Hose Footage Counter
Handgun Hose Reel w/Spring Retract
Rodder Pump Drain Valves
Hydraulic Extending 15", Rotating Hose Reel, 1" x 1000'
Capacity
Hydraulic Oil Temp Alarm
Rear Directional Control, Whelen Large Arrow, 16 Lights LED
Dot 3 Lighting Package, 6 Federal Signal Strobe Lights
Worklights (2), LED, 5 x 5 Boom
Worklights (2), LED, Rear Door
Worklight, LED, Operators Station
Worklight, LED, Hose Reel Manhole
Camera System, Front and Rear
Safety Cone Storage Rack, Post Style
Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ 2 LED Side
Markers
Long Handle Tool Storage
Toolbox, Behind Cab, 16w x 30h x 96d
Toolbox, Drivers side chassis frame, 24w x 24h x 24d

*
MacQueen Equipment will install hydroexcavating hose reel
and HXX kit prior to customer delivery.

*

Delivery and Training included.

Authorization: _____

Subtotal: 300000.00
Quote Total: 300000.00

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MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: Foley Lakeville Example Vactor 2.3.22

Invoice To: CITY OF FOLEY
Po Box 709
Foley MN 56329

Branch 01 - ST PAUL MN		
Date 02/03/2022	Time 17:22:14 (O)	Page 1
Account No FOLEY001	Phone No 3209687260	Est No 00 Q02449
Ship Via		Purchase Order PURCHASE ORDER
Tax ID No		
AARON WINDSETH		Salesperson 171

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/05/2022 Amount

NEW 2020 VACTOR 2100I PD COMBO SEWER TRUCK AS PER STATE OF MINNESOTA JETTER/SEWER VACUUM AND HYDRO EXCAVATION CONTRACT #139819 RELEASE #W-196(5). 540810.76

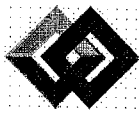
TO INCLUDE THE FOLLOWING LISTED FEATURES:

*

2021 KENWORTH T880 CHASSIS \$134,500.00
 3.0-BASE PRICE-----\$265,204.00
 3.1.4-AUTOMATIC DEBRIS BODY WASHOUT-----STANDARD
 3.1.8-15 CU YARD DEBRIS PD BLOWER 824 15"-----\$23,029.00
 3.1.9-FLAT DOOR WITH HYDRAULIC LOCKS-----STANDARD
 3.1.14-6" 3:00 REAR Dr KNIFE VLV CAMLOCK,AIR&SCRN-\$2,223.00
 3.1.23-HYDRAULIC FOLDING PIPE RACK(2) (EACH)----\$4,126.00
 3.1.24-REAR DOOR SPLASH SHEILD-----\$1,605.00
 3.1.26-AUTO LUBE SYSTEM (VACTOR UNIT)-----\$9,082.00
 3.1.27-DEBRIS LOAD LIMIT ALARM TIED TO VAC----\$2,172.00
 3.1.29-BODY UP ALARM-----\$953.00
 3.1.31-60" HIGH DUMP-----STANDARD
 3.1.32-DUAL STAINLESS FLOAT BALL SHUT OFF-----STANDARD
 3.1.34-DEBRIS DEFLECTOR PLATE-----STANDARD
 3.1.37-4-CAMERA SYSTEM FRNT/REAR/BOTH SIDES----\$1,200.00
 3.1.38-ANIT-SPLASH VALVE-----\$384.00
 3.1.39-HYDRO TANK SHUT OFF VALVES-----STANDARD
 3.2.2-304 STNLESS STEEL CYCL SEPARATORS-----\$7,116.00
 3.2.3-CYCL SEPARATOR WASHOUT SYSTEM-----\$520.00
 3.2.5-FRNT BLOWER ENGAGEMENT-----\$5,256.00
 3.2.6-BLOWER HIGH TEMP SHUTDOWN-----\$557.00
 3.2.9-ROOTS 824 RCS/18" PD BLOWER-----\$9,643.00
 3.2.12-AIR VACUUM BREAKER SYSTEM-----STANDARD
 3.4.4-10'X15' EXTEND/TELESCOP BOOM 180 DEG----\$11,162.00
 3.4.8-BOOM POST STORAGE POST-----STANDARD
 3.4.9-FRNT JOYSTICK CONTROL-----STANDARD
 3.4.10-BELLY PACK WIRELESS CONTROLS-----\$3,249.00
 3.5.1-80 GPM/2500 PSI WATER PUMP-----STANDARD
 3.5.4-ACCUMULATOR ON OFF MANUAL CNTRL-----STANDARD

Comparable

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MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: Foley Lakeville Example Vactor 2.3.22

Invoice To: CITY OF FOLEY
Po Box 709
Foley MN 56329

Branch 01 - ST PAUL MN		
Date 02/03/2022	Time 17:22:14 (O)	Page 2
Account No FOLEY001	Phone No 3209687260	Est No 00 Q02449
Ship Via		Purchase Order PURCHASE ORDER
Tax ID No		
AARON WINDSETH		Salesperson 171

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/05/2022 Amount

3.5.5-JET RODDER ACCUMULATOR ON/OFF FRNT REEL--\$848.00
 3.5.7-RODDER PUMP DRAIN VALVES-----STANDARD
 3.5.9-3" Y-STRAINER @ PUMP W/3" DRAIN VLV-----STANDARD
 3.5.10-HXX KIT W/50' HOSE & NOZZLE-----\$3,647.00
 3.5.11-SPRING RETRACTABLE HOSE REEL FOR HXX---\$1,525.00
 3.6.2-LARGER CAPACITY HOSE REEL 1"X1000' CAP---\$2,512.00
 3.6.5-1"X800' SEWER HOSE 2500 PSI-----\$1,864.00
 3.6.6-AUTO LEVEL WIND GUIDE,INDEXING-----\$5,473.00
 3.6.7-HAND GUN WITH LAY DOWN HOSE-----STANDARD
 3.6.9-HANDGUN COUPLER- MIDSHIP-----STANDARD
 3.6.12-INTELLIVIEW SAFETY SYSTEM, HOSE REEL---STANDARD
 3.6.13-HYD OIL TEMP ALARM-----\$645.00
 3.6.14-TACH/CHASSIS ENGINE W/HOUR METER-----STANDARD
 3.6.15-WATER PUMP HOUR MEETER-----STANDARD
 3.6.16-DIGITAL HOSE FOOTAGE COUNTER-----STANDARD
 3.6.17-DIGITAL PSI GAUGE-----STANDARD
 3.7.5-DIFF. SIZE TANK-1500 GALLON & 15 YRD---\$1,400.00
 3.7.6-AIR PURGE-----\$1,363.00
 3.7.8-DIGITAL WATER LEVEL INDICATOR-----STANDARD
 3.7.9-LOW WATER LIGHT ALARM-----\$678.00
 3.7.12-STAINLESS WATER TANKS-----STANDARD
 3.8.1-CURBSIDE TOOLBOX 48WX22HX24D-----STANDARD
 3.8.2-CURBSIDE CHASSIS FRAME,30WX18HX24D-----\$1,828.00
 3.8.3-FRNT BMPR MNTED 16WX12HX18D/LED(RT SIDE)-\$2,097.00
 3.8.5-BEHIND CAB 16WX30HX96D-----\$3,406.00
 3.8.7-LONG HANDLE TOOL STORAGE-----\$358.00
 3.8.8-STRT SIDE CHASSIS FRAME-60WX24HX24D-----\$2,755.00
 3.8.9-STREET SIDE SUBFRAME-18WX24HX24D-----\$1,411.00
 3.9.2-8"X5' ALUMINUM PIPE ASSMBLY(2)-----\$452.00
 3.9.3-8"X7.5' ALUMINUM PIPE ASSEMBLY(2)-----\$630.00
 3.9.4-8"X6.5' ALUMINUM PIPE ASSMBLY-----\$259.00
 3.9.5-PICK UP TUBE CLAMPS(8)-----\$232.00
 3.9.6-LED LIGHTS-CLRNCE,BACKUP,STP TAIL,TRN---STANDARD
 3.9.12-FED SIGNAL 14 LIGHT PACKAGE-----\$3,781.00

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St Paul, MN 55106

651-645-5726 • 800-832-6417

Ship To: Foley Lakeville Example Vactor 2.3.22

Invoice To: CITY OF FOLEY
Po Box 709
Foley MN 56329

Branch 01 - ST PAUL MN		
Date 02/03/2022	Time 17:22:14 (O)	Page 3
Account No FOLEY001	Phone No 3209687260	Est No 00 Q02449
Ship Via	Purchase Order PURCHASE ORDER	
Tax ID No		
AARON WINDSETH		Salesperson 171

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/05/2022 Amount

3.9.16-WHELEN ARROW BOARD LIGHT PACKAGE-----\$6,904.00
3.9.17-LED MID-SHIP TURN SIGNALS-----\$572.00
3.9.18-WRK LIGHTS(2),LED BOOM-----\$828.00
3.9.19-WRK LIGHT,LED REAR DOOR, OP. STTN(6)----\$4,182.00
3.9.20-WORK LIGHT,LED CURBSIDE,STREET(2)-----\$1,044.00

*
-----NON-CONTRACT ITEMS-----
*

MARKSMAN NOZZLE
90 DEGREE BOOM CONNECTION
-----\$994.78
MIRROR MOUNTED STROBE LIGHTS WITH CONTROL TIED TO
INTUITOUCH CONTROL PANEL
REAR DOOR WORK LIGHTS TO TURN ON WHEN TRUCK IS PUT IN
REVERSE
-----\$3,640.98

*
ELECTRIC VIBRATOR FOR DEBRIS BODY-----\$3,500.00

*
VACTOR BODY PAINT SAME AS 2016 VACTOR BODY- PENDING PAINT
CODE

*
DELIVERY AND TRAINING INCLUDED

Authorization: _____

Subtotal: 540810.76
Quote Total: 540810.76

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ARTICLE III

Unlawful Discharge

- Sec. 1. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under jurisdiction, any human or animal excrement, garbage or objectionable waste.
- Sec. 2. It shall be unlawful to discharge to any natural outlet any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance and the City's NPDES/SDS Permit.
- Sec. 3. Except as provided hereinafter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.
- Sec. 4. The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes from which wastewater is discharged, and which is situated within the City and adjacent to any street, alley, or right-of-way in which there is now located, or may in the future be located, a public sanitary sewer of the City, shall be required at the owner(s) expense to install a suitable service connection to the public sewer in accordance with provisions of this Code, within ninety (90) days of the date said public sewer is operational, provided said public sewer is within 150 feet of the structure generating the wastewater. All future buildings constructed on property adjacent to the public sewer shall be required to immediately connect to the public sewer. If sewer connections are not made pursuant to this section, an official thirty (30) day notice shall be served instructing the affected property owner to make said connection.
- Sec. 5. In the event an owner shall fail to connect to a public sewer in compliance with a notice given under Article III, Section 4 of the Ordinance, the City must undertake to have said connection made and shall assess the cost thereof against the benefitted property. Such assessment, when levied, shall bear interest at the rate determined by the City Council and shall be certified to the Auditor of the County of Benton, Minnesota and shall be collected and remitted to the City in the same manner as assessments for local improvements. The rights of the City shall be in addition to any remedial or enforcement provisions of this ordinance.

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 02-08-22 -COUNCIL MEETING
DATE: FEBRUARY 4, 2022

Consent Agenda

The MnDOT Cooperative Construction Agreement is in your packet. This draft may have a few modifications to it related to storm sewer inspection, maintenance of the trail and some of the cost estimates which have slightly changed. Staff is waiting for the revisions from the state but they have asked us to authorize the agreement and resolution at the February meeting in order to keep the timeline for bidding which is anticipated in March. We expect a bill from the state to pay for our additional costs (mostly utility related) in May.

We have made a slight modification to the township fire contract for Gilmanton Township as requested by their attorney at the fire meeting. Since some other townships had already signed their contracts without the change, we opted to only modify contracts which request the change. You have 2 different versions of the fire contracts in your consent agenda, all townships will be covered by these versions and our attorney has reviewed them. Moving forward to the next contract we will make sure they are consistent across all townships.

The personnel committee is recommending moving forward with the hire of an additional part-time police officer from the eligibility list.

The fire relief association has presented a letter which shifts \$1,000 from one line item in the city fire fund to the relief association payment (also in the city fire fund). The relief would also assume all financial responsibility for the fire relief audit. This would be effective immediately. I have spoken to the relief and appreciate them working with city staff to address this item. This does satisfy the concerns I have with the city's involvement with fire relief administrative costs.

In your packet is a map that show a recommendation to place a yield sign in the industrial park. With the additional traffic in this area staff is supportive of this installation to improve safety. Any questions on this placement can be directed to public works.

Staff has worked on formatting and a few small changes in the police department policies/procedures. The policies are extremely long (about 300 pages) so an entire electronic copy (either file or dropbox) will be provided to you and just the summary sheet will be in the packet. I will also have a hard copy printed for the meeting.

Wastewater Project

We are finally through the permit renewal process and ready to move ahead with bidding. Jared Voge will be at the meeting to provide an update on the final plans an specs and request authorization to move ahead with the bidding process. Summary information is in your packet which includes the major components of the project. Mr. Voge can answer any questions you have at the meeting.

Industrial Park Wetlands

Jarod Griffith will provide an update on the wetland delineation process and also review some concepts we have put together for the park. Staff will need council direction on how to proceed with the wetland application process.

Vac Truck Purchase

The vac truck is ready so the updated quote (just new date – price is the same) is in your packet. We'll ask council to approve again since it's been quite the long time since we initially addressed it. Council will also be asked to authorize staff to auction off the old vac on February 23, 2022.

Sewer Ordinance

Staff needs to update the code on water/sewer required connections. Since this language was developed the city has entered into a wellhead protection program and expensed significant resources on expanding water/sewer services with the assistance of state funding. We need to make sure our code complies with obligations we have with other state programs. Staff would like to have a discussion with the council on a number of considerations prior to updating the code.

Upcoming Reminders:

February 12, 2022 – Business Expo – Foley High School – 9am-12:30pm – Council is invited to staff the city booth!

February 14, 2022 – Planning Commission – 6:30pm – Rezoning request of Benton County.

February 21, 2022 – City Offices Closed (Holiday)