



City Council – Meeting Agenda
October 3, 2023 – 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 September 5th & 19th, 2023.
 - Approve request from CROSS Center to display/sell paintings in City Hall.
 - Approve disposal of minor excess/unused city property (bikes, lockers, hoses, etc..)
 - Approve payment of bills.
5. Annual Fire Relief Report – Bryan Moshier
6. Wastewater Regionalization Project
 - Update on project & Pay Application Request #13.
7. Mayor's Comments & Open Forum
 -
8. Department Reports:
 - Police Department –Katie McMillin
 - SRO Legislation Update – Opinion from AG Ellison.
 - County Cannabis Ordinance
 - City Attorney – Adam Ripple/Ashley Bukowski
 - City Engineer – Jarod Griffith
 - Public Works/Fire – Mark Pappenfus
 - Discussion on compost gate.
 - Discussion on public works generator.
 - Administration – Sarah Brunn
 - Update on municipal pool operating losses.
 - Update on downtown redevelopment.
 - Discussion on sewer winter rates.
9. Old Business
 -
10. New Business
 -
11. Mayor's Comments and 2nd Open Forum
 -
12. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – September 5, 2023

The Foley City Council held their regular meeting on Sept. 5, 2023, at 5:30 p.m. at Foley City Hall.

Members Present: Mayor Jack Brosh, Councilmembers Jeff Gondeck, Deb Mathiowetz, Gary Swanson, and Brandon Voit.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

Motion by Gondeck, seconded by Swanson, to approve the consent agenda:

- Approve minutes of Aug. 1 & 15, 2023.
- Approve closure of 4th Avenue N (downtown) on Sept. 24 from 10-2 for car show.
- Approve tobacco license for 351 Dewey Street, Smokin Joe's (Paul & Amanda Strang).
- Adopt Resolution #2023-09 Accepting Trees Donation.
- Adopt Resolution #2023-11 Accepting Pool Donation.
- Approve payment of bills.

Gondeck asked for addition to the bills list for Jefferson Fire & Safety for \$10,073.91.

Motion carried with amendment, unanimous.

Public Hearing – Body Camera Policy

Mayor Brosh recessed the regular council meeting at 5:31 p.m. to conduct a public hearing on the Police Department's Body Camera Policy. He asked for anyone present to speak for or against the matter.

No one spoke.

Brosh ended the public hearing and reconvened the regular council meeting at 5:32 p.m.

Motion by Gondeck, seconded by Mathiowetz, to approve the body camera policy for the police department.

Motion carried, unanimous.

Motion by Gondeck, seconded by Voit, to accept the donation of body camera from the City of Royalton and their police department.

Motion carried, unanimous.

Wastewater Regionalization Project Update

Jared Voge from Bolton & Menk gave an update to the council and presented pay agreement estimate #12. The estimate includes work completed through Aug. 25 and represents 79% of the contract value. Work continues at connection location in St. Cloud, the odor control building, top soil restoration, and

the lift station. Discussion and questions followed. Voge explained that control panels and electrical transformers are on hold. He anticipates more details coming for the October meeting.

Motion by Gondeck, seconded by Swanson, to approve pay agreement #12.

Motion carried, unanimous.

Voge opened discussion on the wastewater pond decommissioning. He reviewed there was some discussion during the budget workshop in August. Jared Voge explained the process in that a report must be filed with and approved by the MPCA for approval before work can begin. Sludge is removed followed by dewatering. It's best to dewater over the winter. The site is then shaped and graded into whatever the council would like but it must still be approved by the MPCA ahead of time. Questions and discussion followed.

Brunn asked for feedback and thoughts on what the council would like to see. Staff can research and look into possible ideas. Brunn also explained she looked into the possibility of restoring it to a wetland, but staff was unable to prove where the soil went after the hole was dug. Other options are a natural area pond or an extension of the park.

Voit asked what the cost of the project would be. Voge explained that it depends on the plan. Decommissioning of the pond was not included in the original wastewater project.

Discussion on School Resource Office (SRO) Statute Changes

Brunn explained that the discussion on the SRO was needed due to the legislation changes in the education bill at the state level. She had spoken with the school superintendent. Chief McMillin has stepped in as the SRO. The SRO contract is between the school and the city council. There may be a special session at that may include clarification of the language.

McMillin addressed the council that it has been business as usual while serving as the SRO. School staff is appreciative that an officer is in school. The safety of the children is most important. McMillin said she'd spoke to Benton County and Sheriff Heck and they have offered to help. Since the county deputies are not contracted with the school, they would not be subject to the changes in the law.

Questions and discussion followed. Adam Ripple, City Attorney, explained that according to the legislation an SRO can't use reasonable force or touch a student unless there is a clear danger to the student or to others. Previously, they had the ability to remove a student who was being disruptive, but now they can't. Ripple explained that it is not a well-crafted piece of legislation as it was not thought through. The statute talks about the SRO or agent of the school. It's not clear if because the city has a contract with the school if the law related to force applies to only the acting SRO or the entire Foley Police Department. The city may need to implement protocols such as a work log or change in uniform for the SRO.

Gondeck asked when does officer discretion come in. Ripple said if there is threat of harm. It's no different from other situations and the new body cameras will help. More discussion and questions followed.

Ripple added that if the contract with the school is canceled then the city is loses the revenue. Brunn stated that the school has not indicated they would cancel the contract. The concern is what the change would to the liability.

Voit asked if the other officers are concerned. McMillin stated that she is not concerned but some of the other officers are. It comes down to report writing and documenting. She stressed the value of having the SRO in the schools. It builds a stronger community between the officers and the school.

More discussion and questions followed.

Office Eric Vickstrom, SRO, addressed the council and expressed concerns stating the changes will affect all the officers and how/when they can intervene. It would require that officers call the county for backup. Officers are expected to make split second decisions. Many departments are temporarily suspending the SRO contracts. Vickstrom asked the council to temporarily suspend the contract. Officers would still patrol, but they would not have an officer staying at the school. We want to continue to serve the staff and the students. They don't deserve to be unsafe. Vickstrom stated it was his fifth year as an SRO and he will always be an advocate for safe schools.

Mathiowetz expressed support for suspending the contract with the school to help support the officers and protect them from liability.

McMillin stated that officers could get sued for anything. Having an SRO makes the school safer. Ending the contract would also have a negative impact on the budget and staffing.

Ripple stated that changes to the contract would require both parties to renegotiate and formal action from the council. Discussion and questions continued. McMillin gave examples of a few times when an officer had to escort a student from the building.

Gondeck asked if the SRO used force would the council stand behind the officer. The council expressed support for the officers. Vickstrom added that he would do his job to provide a safe school and do what the council asked.

Ripple added that the cities that are withdrawing their SROs still want to provide enhanced law enforcement for the school. Brunn expressed concerns about suspending the SRO contract.

The council all agreed that the safety of the students was the most important and the city should not suspend the contract.

Brunn said that staff will schedule another council meeting this month and will provide an update then. McMillin is scheduled to remain as SRO for the foreseeable future.

Mayor's Comments & Open Forum

Debra Olson, 600 Dewey Street, addressed the council regarding the city budget and the money appropriated for the industrial park. She stated that she'd spoken to other cities with industrial parks and the cities don't budget money for utilities until after interest is shown by a business. The city of Foley and residents are financially constrained by all these projects being added on, so adding on \$130,000 may not seem like a lot but it means a lot to the families when taxes are being raised significantly. She encouraged the council to take a look at what other cities are doing and be more cost conscious.

Discussion and Comments on 2024 Preliminary Budget

Brunn addressed the council regarding Resolution #2023-12 Adopting Preliminary Levy. She stated

the resolution is the tax levy that was discussed at the Budget Workshop at the Aug. 15 meeting. The preliminary levy currently stands at 3.56%. She asked if the council had any questions, comments, or changes they would like to make. Brunn also said that whatever is approved for the preliminary levy can't be increased when the final levy is approved, but it can be decreased. The preliminary levy must be certified with the Benton County treasurer's office by Sept. 30. The council could choose to approve it at the Sept. 19 meeting.

Monica Shawn, Accounting Technician and Deputy Clerk, provided a few examples of different levy increases and percentages.

Brunn added that the SRO contract is a total of \$60,000 of revenue from the school.

Brunn added that the council would not be able to cut a full-time officer without the union input. There are obligations with the union contract such as layoff orders, etc. She also recommended the council to leave some room in the levy if they are uncertain. The levy can be reduced in December at the final vote.

Councilmembers Voit, Swanson, Gondeck, and Brosh expressed they were not ready to approve the preliminary levy and preferred to wait until the Sept. 19 meeting.

Department Reports

Police Department

Chief Katie McMillin gave an overview of the stat report for August. There were a total of 391 calls. There was an increase in people driving without a license – one person was stopped twice in one day. Animal complaints are also up. Year to date the department has had 88 animal calls. For all of last year, the department responded to 74 calls. Animal calls included barking dogs, lost dogs, and unregistered dogs. Traffic and equipment violations were up. Overall, the department is averaging over 300 calls per month. The first day of school went very way. McMillin also thanked the council for their approval of the body cameras.

McMillin gave an overview of the current status of the squad cars. The 2021 squad is back in operation, but now the 2019 the check engine light came on – the lifters and the cam shaft need to be repaired the same as the 2021. It is currently in the shop. McMillin also shared that she drove her personal vehicle to the school to serve as the SRO. Not a viable solution if she needed to respond to an emergency while at the school. McMillin stated that she spoke with the person who does squad installs and they have a 2018 Ford Explorer that was used by the county available for purchase for \$16,100. This expense is not in the budget. The department is not due to replace one of the current squad cars until 2025. Under the circumstances she needed to look at all the options.

Brunn added that the city should not have our officers driving their personal vehicles when on-duty as a responding officer. Discussion and questions followed.

McMillin added that the installer would need about eight hours to get the squad ready. It could be ready by next week. Again the cost is \$16,100. It has 127,000 miles and is a 2018 Ford Explorer.

Voit commented that since he's been on the council there's been one of the squad cars down. He expressed that he'd like to have a third squad as a backup.

City Attorney

Nothing to report from the City Attorney.

City Engineer

Jarod Griffith gave a quick update on the Hwy 23 project. The sub-contractor has received the push button pedestrian crossing system, but there is not a set date yet for the install. He also stated there was discussion at the team meeting regarding the issue on the trail on the north side of town. It's on the punch list and they have until Sept. 30 to fix it.

Public Works and Fire Department

Mark Pappenfus stated they are waiting for the posts for the pedestrian crossing. They are also planning to do some overlay on some of the trail over by the nursing home.

Administration

Brunn gave an overview to the council stating she would be attending the Gilmanton Township meeting later that night for clarification on the Orderly Annexation Agreement. She will keep the council informed. She also stated there were a few items for discussion at the Sept. 19 meeting including how the city plans to encourage development. Infrastructure cost is very high so developers will require some city assistance. The city also needs to look at different locations for development. There is a lot of property not owned by the city that we're dependent on other people selling for development. Benton County has also approached staff regarding ARPA money that needs to be discussed. The council should also discuss general zoning and ordinances to provide more flexibility and encourage growth. We need to discuss ideas for projects.

Old Business

No old business.

New Business

No new business.

Mayor Comments & Open Forum

No one spoke.

Motion by Gondeck, seconded by Swanson, to adjourn.

Motion carried, unanimous.

Meeting adjourned at 6:56 p.m.

Sarah A. Brunn, Administrator
(Minutes By: Sara Judson Brown, Administrative Assistant)

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – September 19, 2023

The Foley City Council held their regular meeting (Preliminary Levy Adoption) on Sept. 19, 2023, at 5:30 p.m. at Foley City Hall.

Members Present: Mayor Jack Brosh, Councilmembers Jeff Gondeck, Deb Mathiowetz, Gary Swanson, and Brandon Voit.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

Motion by Voit, seconded by Gondeck, to approve the consent agenda:

- Approve payment of North Central Invoice for Police Squad

Motion carried, with Gondeck, Mathiowetz, Brosh, and Voit voting to approve. Swanson voted against.

Mayor's Communications and Open Forum

No one spoke.

Update on School Resource Officer Legislation

Chief McMillin gave an overview of steps recommended by legal counsel (SRO badge and duty logs) as the state legislature has not moved forward with a special session to clarify.

Discussion on Potential Capital Projects/Growth of the City

Sarah Brunn, City Administrator, gave an overview to the council. The city is nearing completion of the wastewater project. Housing demand is high. Brunn directed the council to the city's Land Use Plan. Property to the north of Towns Edge has potential. ROW was platted. Staff is waiting for owners to put the property up for sale. There are some city owned parcels off of 55th Street. There are utilities there available for use. Staff is looking for direction from the council. Land and infrastructure prices are high. Developers won't put in money or infrastructure. Cities and counties will need to fund programs to help match infrastructure costs. What incentives would the city like to offer? What land would the city like to purchase?

Discussion and questions followed. Brunn stressed it will be a pinch on the budget. Other funding is possible but it will take significant budget. The city needs to invest in projects to help build a tax base. There are a lot of programs coming out. Housing is being focused on at the legislature. The county may be willing to give money for housing. What amount of money would the council be comfortable to invest?

More discussion followed. Mathiowetz expressed an interest in making senior housing a priority such as allowing tiny homes. She also expressed concerns that seniors will leave with the sewer increases. Brunn stated the housing study indicated there is a high need for transition housing such as apartments. Gondeck expressed an interest in affordable single family homes. He asked Voit how things were looking from a banking perspective.

Voit stated that interest rates are high. Not as many loans going out. Homes are not as affordable. Developers are making sure they are protected. Voit said it would be a shame if the pipeline is completed and then the city doesn't do what we can to bring more people to Foley.

More discussion and questions followed regarding the 55th Street property. Other option would be the Towns Edge development.

Voit stated any new businesses coming into the business park would need housing for employees. There is vacancy downtown. Gondeck stated the city would need to be flexible with zoning.

Discussion continued regarding other development options and the pros and cons. Property owners must be interested in selling before anything can be done. Brunn stated some property is less desirable for building because of soil. The property at the south end of town is not perfect with location to equalization pond but the city does own it. More discussion followed.

Brunn stated that the demographics in town are younger. Income is up. Working class families are moving in. Seniors are moving out. Voit stated the city needs to provide for current residents and people moving in.

Gondeck asked about apartments vs. houses. Some people can afford a house. Some are happy to have a nice apartment. Discussion continued regarding rentals and tiny homes. Voit stated the council needs to be proactive or else the wastewater project was done for nothing. The city needs to invest a little more for pay back in the future.

Discussion returned to Towns Edge. Voit suggested approaching the original developer. Gondeck agreed it would be a good place to start. Brunn stated lots could be done in phases. Brosh agreed that talking to the developer of Towns Edge would be a good place to start. If no agreement can be made then, then look at 55th Street. Voit suggested asking developers if they would entertain similar townhomes as Poplar Place at 55th Street.

Discussion on Ordinance Amendments as Related to Future Development

Brunn stated the goals were to provide more flexibility for mixed use and small footprints/lots for lower cost. The council expressed support for an extension of the north side trailer park and a Glen Street re-development.

Discussion continued regarding the property east of the school. Brunn stated the school has not purchased this property. Looking at family housing something similar to Towns Edge.

Discussion shifted to re-development of downtown. Brunn gave an overview stating that many buildings are not fixable and council should consider a complete redevelopment of the downtown area. Parking is also an issue. Many buildings are unoccupied and not up to code. Staff has received many inquiries, but the buildings don't sell. Would require a lot of funds to update the buildings. No customer traffic to attract businesses. Brunn asked the council if they would like to explore the possibilities of tearing down some and putting up something new or a TIF (redevelopment district). Discussion and questions followed.

The question of overnight parking downtown was brought up. Brunn stated people understand the

reason for no overnight parking downtown in the winter, but not in the summer. We need to find more options for overnight parking. Discussion continued.

Brunn asked the council if they would like to explore the cost to get a study to renovate buildings downtown. The council agreed this should be explored further.

Industrial Park

Council approved applying for a grant to obtain 50% of infrastructure cost. Brunn said it's early in the process but council will have 50% of cost share and should be prepared for that. The city will need to invest to help growth.

ARPA Funding

Brunn stated there is \$292,000 in city ARPA funds available. Funds will need to be spent by 2026. Discussion continued over possible projects including street projects (Broadway Avenue), water quality, future housing/development and growth.

Water Treatment/Storage

Brunn gave an overview to the council. There are several priorities the council should consider, including water treatment for quality and appearance. She stated ARPA money could be used for any critical infrastructure. Discussion and questions continued.

Ordinance Amendments

Brunn gave an overview regarding code amendments for lot sizes. It could be brought to the Planning Commission for discussion. Brunn asked the council if they would be open to some changes. Smaller lots and smaller houses? Discussion continued regarding tiny homes. Twin homes would be a good use of space. Brunn agreed to take items to the Planning Commission.

2024 Budget Levy

Discussion and questions followed. Voit stated council should start budgeting now for redevelopment of downtown and the industrial park. Brunn reminded the council that they can increase the levy. Adding \$50,000 to general capital would increase the preliminary levy to 7.47%. Adding \$75,000 would increase the levy to 9.42%. The preliminary levy could be lowered again before the levy is finalized.

Motion by Swanson, seconded by Gondeck, to increase the 2024 budget for the general fund by \$75,000.

Motion carried with Gondeck, Mathiowetz, Brosh, and Swanson voting in favor. Voit opposed.

Other Business

Brunn reminded the council that Walk to School Day will be Oct. 4. Pappenfus stated that the radar feedback signs will hopefully arrive next week.

Motion by Gondeck, seconded by Voit, to adjourn.

Motion carried, unanimous.

Meeting adjourned at 7:30 p.m.

Sarah A. Brunn, Administrator
(Minutes By: Sara Judson Brown, Administrative Assistant)

Bills List -October 2023			
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Gross Salaries	Payroll - 9/8/23	\$	42,535.00
EFTPS	Federal Withholding	\$	7,483.94
MN Dept of Revenue	State Withholding	\$	1,414.44
State Treas. PERA	PERA	\$	6,955.19
Nationwide	Deferred Comp	\$	1,062.36
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	1,070.00
Gross Salaries	Payroll - 9/22/23	\$	36,535.88
EFTPS	Federal Withholding	\$	6,263.60
MN Dept of Revenue	State Withholding	\$	1,281.27
State Treas. PERA	PERA	\$	7,199.01
Nationwide	Deferred Comp	\$	1,062.36
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	1,070.00
Law Enforcement Labor Services	Union Dues	\$	202.50
MN Dept of Human Services	Child Support Garnishments	\$	395.38

Already Paid 10/3/2023

Wojciechowski, Sarah	Overpayment on Utility Invoice	\$	65.81
League of MN Cites	08/09 - 2023 Workers Comp	\$	133,322.00

\$ 248,078.74

To Be Paid -10/3/2023

Alert-All Corp	FD Fire prevention	\$	892.50
AllSpec Services	09/23 Inspection fee	\$	1,440.60
Andy's Towing	towing plow truck	\$	315.92
BatteriesPlus	PW Supplies	\$	68.01
Benton County Attorney	08/23 Legal Fee's	\$	1,276.00
Benton County Highway Department	08/23 PD Fuel	\$	1,424.30
Benton County Recorder	NHW Billable	\$	46.00
Bolton and Menk	WW Exp Project	\$	119,394.40
Central McGowan	PD Medical Supplies	\$	73.50
Cintas	Uniforms	\$	368.41
Coborns	Pool / City Supplies	\$	112.14
Delta Dental	10/23 Dental Premiums	\$	1,187.30
F.I.R.E	FD Training Moore and Bowland	\$	3,000.00
Ferguson Waterworks	Street Supplies	\$	99.97
First National Bank	09/23 CC invoices	\$	518.88
Foley Hardware	Park,Street,Pool, Water Supplies	\$	291.24
Further	Employer H SA contributions and Admin Fee	\$	410.70
Geislinger and Sons	Pay Application # 13	\$	238,047.96
Gopher State One Call	08/23 Email Tickets	\$	41.85
Granite Electronics	PD equip maint	\$	135.00
Hanson Paving	Budgeted Trl, Use of funds Don, Use of Walkbridge Proc, Broad	\$	18,200.00
Hawkins	Water chemicals	\$	1,797.49
Little Falls Machine	Street Vehicle Repair	\$	9,518.56
Locators & Supplies	Street Maint	\$	481.50
Macqueen Equipment	FD supplies	\$	800.00
Marco	09/23 Copier Lease plus extra copies	\$	482.38
Midco Communications	09/23 Phone and Internet Service	\$	950.99
MN Department of Revenue	08/23 Sales Use Tax	\$	801.00
Murphy Chevrolet	PD vehicle maint	\$	5,222.19
North Central DBA RW&B	2018 Squad Emergency Purchase discussed 9-3 approved 9/19	\$	15,037.83
Nuss Trucking & Equipment	Street Maint	\$	87.13
Recycle Technologies	Light Bulb/Battery Recycling	\$	371.85
RevTrak	08/23 CC fee's	\$	2,565.47
Riteway	Receipt Books	\$	175.62
RMB Environmental Laboratories	Water Testing	\$	453.02
Shift Technologies	08/23 Antivirus and Antispam	\$	69.75
Short Elliott Hendrickson	Hwy 23 - General Fund & PouchTec WW	\$	1,793.00
Staples	PD/PW/City Supplies	\$	156.95
Sun Life Assurance	10/23 Employee LTD	\$	292.84
Sylva Corporation	Compost site grinding	\$	4,400.00
Tritech Software Systems	PD Software Maint	\$	5,330.14
USable Life	09/23 Life Insurance	\$	282.00
Validity	Background checks Bowland & Moore	\$	82.00
Van Meter	FD supplies	\$	44.53
Verizon	FD,PD,PW 08/23 Cell phone	\$	317.83
Weidner Plumbing & Heating	Well # 5 AC unit	\$	162.00
Wensman, Alicia	Overpayment on Utility Invoice	\$	32.19
Williams Integracare	FD Medical Expense Bowland and Moore	\$	780.00
Xcel Energy	Utilities	\$	6,300.00
Zoll Medical Corp	FD medical supplies	\$	253.78

\$ 694,465.46

Additional To Be Paid - 10/3/2023

\$ 694,465.46

OFFICE OF THE STATE AUDITOR

Financial Projections

	2023	2024	
Total Active Member Liabilities	1,048,447	1,144,018	
Total Deferred Member Liabilities	45,818	45,818	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,094,265	B. 1,189,836	
Normal Cost (Cell B minus Cell A)			C. 95,571

Projection of Net Assets for Year Ending December 31, 2023

Special Fund Assets at December 31, 2022 (FIRE-22 Form ending assets) 1 1,091,346

Projected Income for 2023

Fire State Aid (2022 fire state aid of \$52,903 may be increased by up to 3.5%)	D.	50,000	
Supplemental State Aid (actual 2022 supplemental state aid)	E.	10,677	
Municipal / Independent Fire Dept. Contributions	F.	8,390	
Interest / Dividends	G.		
Appreciation / (Depreciation)	H.	100,000	
Member Dues	I.		
Other Revenues	J.		
Total Projected Income for 2023 (Add Lines D through J)			2 169,067

Projected Expenses for 2023

Service Pensions (fill in individual pension amounts below)

Names:

L.N.

\$ Amounts:

122,875

K. 122,875

Other Benefits

L.

Administrative Expenses

M. 15,000

Total Projected Expenses for 2023 (Add Lines K through M) 3 137,875

Projected Net Assets at December 31, 2023 (Add Lines 1 and 2, subtract Line 3) 4 1,122,538

Projection of Surplus or (Deficit) as of December 31, 2023

Projected Assets (Line 4)	5	1,122,538
2023 Accrued Liability (Page 4, cell A)	6	1,094,265
Surplus or (Deficit) (Line 5 minus Line 6)	7	28,273



**BOLTON
& MENK**

Real People. Real Solutions.

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09/28/2023

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

RE: Wastewater Regionalization Project
City of Foley, Minnesota
Project No.: R21.120226

Dear Sarah,

Please find enclosed Payment Estimate No. 13 for the above referenced project. The estimate includes work completed through September 23rd. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Geislinger & Sons, Inc., one copy to me for our records, and retain one for yourself.

Please contact me if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal Engineer

Contractor's Application for Payment

Owner: <u>City of Foley</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Geislinger and Sons, Inc.</u> Project: <u>Wastewater Regionalization Project</u> Contract: <u>Wastewater Regionalization Project</u>	Owner's Project No.: _____ Engineer's Project No.: <u>R21.120226</u> Agency's Project No.: _____																								
Application No.: <u>13</u> Application Date: <u>9/27/2023</u>																									
Application Period: From <u>8/26/2023</u> to <u>9/23/2023</u>																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 40%; text-align: right;">\$ 16,548,705.51</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 546,569.88</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 17,095,275.39</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 13,763,291.31</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. 5% X \$ 13,737,872.31 Work Completed</td><td style="text-align: right;">\$ 686,893.62</td></tr><tr><td> b. 5% X \$ 25,419.00 Stored Materials</td><td style="text-align: right;">\$ 1,270.95</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 688,164.57</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 13,075,126.74</td></tr><tr><td>7. Less previous payments</td><td style="text-align: right;">\$ 12,837,078.78</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 238,047.96</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td style="text-align: right;">\$ 3,331,984.08</td></tr></table>		1. Original Contract Price	\$ 16,548,705.51	2. Net change by Change Orders	\$ 546,569.88	3. Current Contract Price (Line 1 + Line 2)	\$ 17,095,275.39	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 13,763,291.31	5. Retainage		a. 5% X \$ 13,737,872.31 Work Completed	\$ 686,893.62	b. 5% X \$ 25,419.00 Stored Materials	\$ 1,270.95	c. Total Retainage (Line 5.a + Line 5.b)	\$ 688,164.57	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 13,075,126.74	7. Less previous payments	\$ 12,837,078.78	8. Amount due this application	\$ 238,047.96	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 3,331,984.08
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Geislinger and Sons, Inc.</u>																									
Signature: <u>Matt Geislinger</u>	Date: <u>9-28-23</u>																								
Name: <u>Matt Geislinger</u>	Title: <u>Project Manager</u>																								
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; vertical-align: top;">Recommended by Engineer By: <u>Jared Voge</u> Name: <u>Jared Voge, P.E.</u> Title: <u>Principal Engineer</u> Date: <u>09/28/2023</u></td><td style="width: 50%; vertical-align: top;">Approved by Owner By: _____ Name: _____ Title: _____ Date: _____</td></tr></table>		Recommended by Engineer By: <u>Jared Voge</u> Name: <u>Jared Voge, P.E.</u> Title: <u>Principal Engineer</u> Date: <u>09/28/2023</u>	Approved by Owner By: _____ Name: _____ Title: _____ Date: _____																						
Recommended by Engineer By: <u>Jared Voge</u> Name: <u>Jared Voge, P.E.</u> Title: <u>Principal Engineer</u> Date: <u>09/28/2023</u>	Approved by Owner By: _____ Name: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Foley	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	R21.120226
Contractor:	Gelsinger and Sons, Inc.	Agency's Project No.:	
Project:	Wastewater Regionalization Project		
Contract:	Wastewater Regionalization Project		

Application No.:		13		Application Period:		From 08/26/23 to 09/23/23		Application Date: 09/27/23					
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
			Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract													
1	MOBILIZATION	1.00	LUMP SUM	\$70,000.00	\$70,000.00	0.81	461,700.00	0.83	473,100.00				
2	CLEARING AND GRUBBING	1.70	ACRE	31,000.00	52,700.00	2.83	87,730.00	2.83	87,730.00		473,100.00	83%	96,900.00
3	CLEARING AND GRUBBING	27.00	TREE	1,100.00	29,700.00	46.50	51,150.00	46.50	51,150.00		87,730.00	166%	(35,030.00)
4	DECOMMISSION BIRCH LIFT STATION	1.00	LUMP SUM	7,500.00	7,500.00	-	-	-	-		51,150.00	172%	(21,450.00)
5	SALVAGE AND REINSTALL SIGN	14.00	EACH	510.00	7,140.00	45.00	22,950.00	45.00	22,950.00		51,150.00	321%	(7,500.00)
6	SALVAGE AND REINSTALL PIPE CULVERT	252.00	LIN FT	20.00	5,040.00	503.00	10,060.00	523.00	10,460.00		22,950.00	228%	(15,810.00)
7	AGGREGATE SURFACING FROM STOCKPILE (CV)	4,164.00	CU YD	21.00	87,444.00	-	-	-	-		10,460.00	301%	(5,420.00)
8	DEWATERING	1.00	LUMP SUM	0.01	0.01	1.00	0.01	1.00	0.01		-	-	87,444.00
9	GEOTEXTILE FABRIC, TYPE 5	8,053.00	SQ YD	2.00	16,106.00	6,040.00	12,080.00	6,040.00	12,080.00		-	0.01	100%
10	COMMON EXCAVATION (P)	4,082.00	CU YD	15.00	61,230.00	4,057.00	60,855.00	4,057.00	60,855.00		12,080.00	75%	4,026.00
11	AGGREGATE SURFACING, CLASS 2 (CV)	908.00	CU YD	50.00	45,400.00	636.00	31,800.00	636.00	31,800.00		60,855.00	99%	375.00
12	AGGREGATE SURFACING, CLASS 5 (CV)	1,519.00	CU YD	40.00	60,760.00	1,179.50	47,180.00	1,257.30	50,292.00		31,800.00	70%	13,600.00
13	AGGREGATE BASE, CLASS 5 (CV)	2,747.00	CU YD	35.00	96,145.00	2,723.56	95,324.60	2,723.56	95,324.60		50,292.00	83%	10,468.00
14	BITUMINOUS PATCH - DRIVEWAY	450.00	SQ YD	85.00	40,500.00	470.50	42,345.00	470.50	42,345.00		95,324.60	99%	820.40
15	BITUMINOUS PATCH - STREET	796.00	SQ YD	90.00	67,660.00	310.50	26,392.50	310.50	26,392.50		42,345.00	105%	(1,845.00)
16	12" PIPE APRON	4.00	EACH	250.00	1,000.00	4.00	1,000.00	4.00	1,000.00		26,392.50	39%	41,267.50
17	15" PIPE APRON	6.00	EACH	310.00	1,860.00	10.00	3,100.00	10.00	3,100.00		1,000.00	100%	-
18	18" PIPE APRON	4.00	EACH	375.00	1,500.00	10.00	3,100.00	10.00	3,100.00		3,100.00	167%	(1,240.00)
19	24" PIPE APRON	4.00	EACH	525.00	2,100.00	4.00	2,100.00	4.00	2,100.00		-	-	1,500.00
20	30" PIPE APRON	1.00	EACH	950.00	950.00	-	-	-	-		2,100.00	100%	-
21	12" PIPE CULVERT	80.00	LIN FT	30.00	2,400.00	76.00	2,280.00	76.00	2,280.00		2,100.00	100%	950.00
22	15" PIPE CULVERT	76.00	LIN FT	32.00	2,432.00	180.00	5,760.00	180.00	5,760.00		-	-	120.00
23	18" PIPE CULVERT	143.00	LIN FT	36.00	5,148.00	-	-	-	-		2,280.00	95%	120.00
24	24" PIPE CULVERT	282.00	LIN FT	45.00	12,690.00	284.00	12,780.00	284.00	12,780.00		5,760.00	237%	(3,328.00)
25	30" PIPE CULVERT	20.00	LIN FT	65.00	1,300.00	-	-	-	-		-	-	5,148.00
26	CONNECT TO EXISTING SANITARY MAIN	8.00	EACH	7,500.00	60,000.00	-	-	-	-		12,780.00	101%	(90.00)
27	8" SANITARY SEWER PIPE	221.00	LIN FT	125.00	27,625.00	-	-	-	-		-	-	1,300.00
28	12" SANITARY SEWER PIPE	1,995.00	LIN FT	135.00	269,325.00	1,767.00	238,545.00	1,767.00	238,545.00		12,780.00	101%	(90.00)
29	15" SANITARY SEWER PIPE	285.00	LIN FT	140.00	39,900.00	-	-	23.00	3,220.00		-	-	1,300.00
30	18" SANITARY SEWER PIPE	40.00	LIN FT	165.00	6,600.00	-	-	-	-		-	-	60,000.00
31	27" SANITARY SEWER PIPE	38.00	LIN FT	250.00	9,500.00	-	-	-	-		-	-	27,625.00
32	FORCE MAIN (MIN. I.D. 11.65 INCHES)	70,839.00	LIN FT	100.00	7,083,900.00	70,174.00	7,017,400.00	71,024.00	7,102,400.00		238,545.00	89%	30,780.00
33	24" CASING (MIN. DIAM)	374.00	LIN FT	250.00	93,500.00	354.00	88,500.00	354.00	88,500.00		3,220.00	8%	36,680.00
34	TRENCHLESS FORCE MAIN & CASING-SIMULTANEOUS PULL-	10,692.00	LIN FT	115.00	1,229,580.00	10,129.00	1,164,835.00	10,129.00	1,164,835.00		-	-	6,600.00
35	TRENCHLESS 30" CASING (DIRECTIONAL DRILL)	110.00	LIN FT	850.00	93,500.00	971.00	242,750.00	971.00	242,750.00		3,220.00	8%	36,680.00
36	GATE VALVE AND BOX	12.00	EACH	5,500.00	66,000.00	9.00	49,500.00	9.00	49,500.00		-	-	6,600.00
37	METERING & OUTFALL MANHOLES - FOLEY	1.00	LUMP SUM	40,000.00	40,000.00	-	-	0.75	30,000.00		-	-	9,500.00
38	METERING MANHOLE - SAUK RAPIDS	1.00	LUMP SUM	45,000.00	45,000.00	1.00	45,000.00	1.00	45,000.00		49,500.00	75%	16,500.00
39	CONSTRUCT 8" OUTSIDE DROP	4.30	LIN FT	650.00	2,795.00	-	-	-	-		30,000.00	75%	10,000.00
40	CONSTRUCT SANITARY SEWER MANHOLE - DESIGN 4007 48"	178.00	LIN FT	550.00	97,900.00	85.19	46,854.50	88.70	48,785.00		45,000.00	100%	-
41	CONSTRUCT SANITARY SEWER MANHOLE - 60" DESIGN	23.80	LIN FT	650.00	15,535.00	-	-	-	-		-	-	2,795.00
42	FIBERGLASS-REINFORCED MANHOLE	1.00	EACH	40,000.00	40,000.00	-	-	-	-		48,785.00	50%	49,115.00
43	CASTING ASSEMBLY	14.00	EACH	1,000.00	14,000.00	-	-	5.00	5,000.00		-	-	15,535.00
44	AIR & VACUUM RELEASE MANHOLE	42.00	EACH	25,000.00	1,050,000.00	42.00	1,050,000.00	42.00	1,050,000.00		25,419.00	64%	14,581.00
45	LOCATE EXISTING UTILITY	468.00	EACH	125.00	58,500.00	153.00	19,125.00	167.00	20,875.00		5,000.00	36%	9,000.00
46	CONSTRUCT LIFT STATION - BROADWAY	1.00	LUMP SUM	350,000.00	350,000.00	0.81	283,500.00	0.81	283,500.00		20,875.00	36%	37,625.00
47	BROADWAY LIFT STATION ELECTRICAL, GENERATOR, &	1.00	LUMP SUM	125,000.00	125,000.00	0.05	6,250.00	0.25	31,250.00		283,500.00	81%	66,500.00
48	CONSTRUCT LIFT STATION - GOLF	1.00	LUMP SUM	400,000.00	400,000.00	0.96	384,000.00	0.99	396,000.00		31,250.00	25%	93,750.00

Unit Price

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Foley	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	R21.120226
Contractor:	Geislinger and Sons, Inc.	Agency's Project No.:	
Project:	Wastewater Regionalization Project		
Contract:	Wastewater Regionalization Project		

Application No.: 13		Application Period: From 08/26/23 to 09/23/23		Application Date: 09/27/23									
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information		Unit Price (\$)	Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units			Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
50	GOLF LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM	140,000.00	140,000.00	0.05	7,000.00	0.25	35,000.00		35,000.00	25%	105,000.00
51	CONSTRUCT LIFT STATION - MAIN	1.00	LUMP SUM	500,000.00	500,000.00	0.96	480,000.00	0.97	485,000.00		485,000.00	97%	15,000.00
52	MAIN LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM	140,000.00	140,000.00	-	-	0.25	35,000.00		35,000.00	25%	105,000.00
53	LIFT STATION ALTERATIONS - LANGE	1.00	LUMP SUM	200,000.00	200,000.00	-	-	-	-		-	-	200,000.00
54	LANGE LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM	55,000.00	55,000.00	-	-	-	-		-	-	55,000.00
55	CONSTRUCT ODOR CONTROL BUILDING	1.00	LUMP SUM	600,000.00	600,000.00	0.55	330,000.00	0.55	330,000.00		330,000.00	55%	270,000.00
56	ODOR CONTROL BUILDING ELECTRICAL & CONTROLS	1.00	LUMP SUM	50,000.00	50,000.00	-	-	0.25	12,500.00		12,500.00	25%	37,500.00
57	PUBLIC WORKS SCADA/ELECTRICAL & PROGRAMMING	1.00	LUMP SUM	51,000.00	51,000.00	-	-	-	-		-	-	51,000.00
58	CHAIN LINK FENCE	427.00	LIN FT	50.00	21,350.00	-	-	-	-		-	-	21,350.00
59	TRAFFIC CONTROL	1.00	LUMP SUM	50,000.00	50,000.00	0.78	39,000.00	0.97	48,250.00		48,250.00	97%	1,750.00
60	EROSION AND SEDIMENT CONTROL	1.00	LUMP SUM	60,000.00	60,000.00	0.78	46,800.00	0.78	46,800.00		46,800.00	78%	13,200.00
61	RIPRAP, CLASS III	178.00	CU YD	65.00	11,570.00	46.21	3,003.65	46.21	3,003.65		3,003.65	26%	8,566.35
62	SEED 25-141, FERTILIZER, HYDRAULIC MATRIX	305,375.00	SQ YD	0.50	152,688.00	266,621.60	133,310.80	266,621.60	133,310.80		133,310.80	87%	19,377.20
63	SEED 25-141, FERTILIZER, EROSION CONTROL BLANKET	54,312.00	SQ YD	2.50	135,780.00	35,353.30	88,383.25	35,353.30	88,383.25		88,383.25	65%	47,396.75
64	SEED 34-171	39,905.00	SQ YD	0.50	19,952.50	8,467.60	4,233.80	8,467.60	4,233.80		4,233.80	21%	15,718.70
65	GENERAL CONSTRUCTION ALLOWANCE	1.00	ALLOWANCE	120,000.00	120,000.00	0.21	25,200.00	0.39	46,434.60		46,434.60	39%	73,565.40
66	COMPUTER ALLOWANCE	1.00	ALLOWANCE	10,000.00	10,000.00	-	-	-	-		-	-	10,000.00
67	ST. CLOUD FLOW METERING ALLOWANCE	1.00	ALLOWANCE	500,000.00	500,000.00	0.59	295,000.00	0.78	390,000.00		390,000.00	78%	110,000.00
68	UTILITY SERVICE ALLOWANCE	1.00	ALLOWANCE	400,000.00	400,000.00	0.26	102,880.80	0.32	125,494.40		125,494.40	32%	273,505.60
A.1	JACK & AUGER 24" CASING (MIN DIAM) & FORCE MAIN	490.00	LIN FT	1,200.00	588,000.00	158.31	189,972.00	158.31	189,972.00		189,972.00	32%	398,028.00
Original Contract Totals:					\$ 16,548,705.51		\$ 13,357,640.91		\$ 13,766,041.61	\$ 25,419.00	\$ 13,791,460.61	83%	\$ 2,757,244.90

Contractor's Application for Payment

Owner:	City of Foley	Contractor's Application for Payment
Engineer:	Bolton & Menk, Inc.	Owner's Project No.:
Contractor:	Geislinger and Sons, Inc.	Engineer's Project No.:
Project:	Wastewater Regionalization Project	R21.120226
Contract:	Wastewater Regionalization Project	Agency's Project No.:

[illegible]

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Foley	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	R21.120226
Contractor:	Gelsinger and Sons, Inc.	Agency's Project No.:	
Project:	Wastewater Regionalization Project		
Contract:	Wastewater Regionalization Project		

Application No.: 13		Application Period: From 08/26/23 to 09/23/23											Application Date: 09/27/23	
A	B	C	D	E	F	G	H	I	J	K	L	M		
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored		Incorporated in Work		Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)			
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)			Amount Incorporated in the Work this Period (\$)		
32	Q955350	1 - 02535	Forcemain Pipe HDPE (9000 LF@ \$36.5/FT)	Contractor secured site	1	328,500.00		328,500.00	328,500.00		328,500.00	-		
32	Q955352	1 - 02535	Forcemain Pipe HDPE (7200 LF@ \$36.5/FT)	Contractor site	1	262,800.00		262,800.00	262,800.00		262,800.00	-		
35	Q899708	1 - 02535	Forcemain Trenchless (900 LF)	Contractor site	1	60,075.00		60,075.00	60,075.00		60,075.00	-		
32	Q700254	1 - 02535	Forcemain PVC	Contractor site	2	99,397.86		99,397.86		99,397.86	99,397.86	-		
35	Q700069	1 - 02535	Forcemain Trenchless - 16" FVPC	Contractor site	2	176,001.04		176,001.04	102,342.50	73,658.54	176,001.04	-		
32	Q700202	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	352,726.88		352,726.88	352,726.88		352,726.88	-		
32	R108559	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	352,726.88		352,726.88	352,726.88		352,726.88	-		
32	R100644	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	211,636.13		211,636.13	211,636.13		211,636.13	-		
32	R100672	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	211,636.13		211,636.13	211,636.13		211,636.13	-		
32	R096653	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	141,090.75		141,090.75	141,090.75		141,090.75	-		
32	R115020	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	141,090.75		141,090.75	141,090.75		141,090.75	-		
34	R108573	1 - 02535	Forcemain Pipe HDPE	Contractor site	2	211,636.13		211,636.13	211,636.13		211,636.13	-		
32	R320146	1 - 02535	Forcemain Components	Contractor Site	3	6,652.38		6,652.38			6,652.38	-		
32	R328247	1 - 02535	Forcemain Components	Contractor Site	3	2,746.37		2,746.37			2,746.37	-		
32	R382355	1 - 02535	Forcemain Components	Contractor Site	3	1,778.13		1,778.13			1,778.13	-		
32	R390082	1 - 02535	Forcemain Components	Contractor Site	3	1,717.17		1,717.17			1,717.17	-		
32	R392202	1 - 02535	Forcemain Components	Contractor Site	3	521.70		521.70			521.70	-		
32	R393786	1 - 02535	Forcemain Components	Contractor Site	3	1,496.55		1,496.55			1,496.55	-		
		33-02530	FRP Manhole	Manufacturers warehouse	6	25,419.00		25,419.00			-	25,419.00		
											-	-		
											-	-		
											-	-		
											-	-		
Totals						\$ 2,589,648.85	\$ -	\$ 2,589,648.85	\$ 2,391,173.45	\$ 173,056.40	\$ 2,564,229.85	\$ 25,419.00		

BEMBOOM'S FENCE INC.
907 15 AVE S.E.
ST. CLOUD MN 56304
320-255-8929 / FAX: 320-202-0781

Date	09/15/23
Phone	
Phone	MARK 290-9186
Phone	
Phone	
Estimator	JIM BEMBOOM

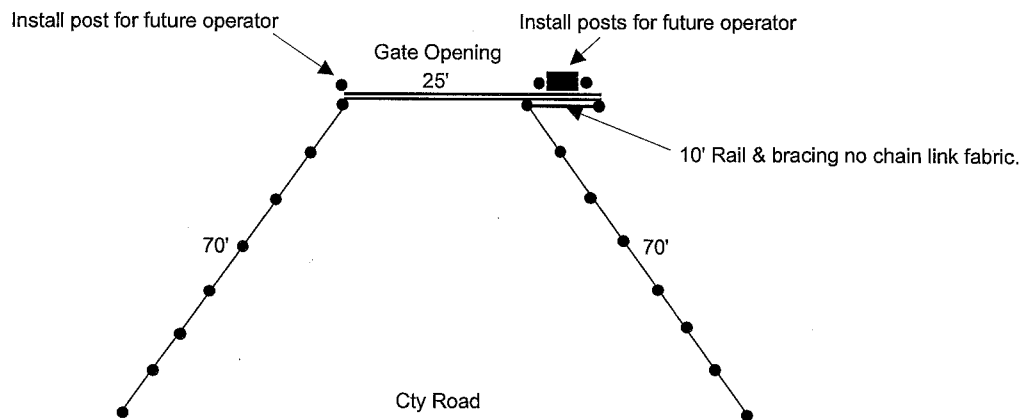
CITY OF FOLEY PUBLIC WORKS

Galvanized Commercial Chain link	
Overall Length	175'
Fence Height	4'
Fabric Gauge	9
Line Post Diameter	2 3/8"
Post Spacing Base on	10'
Terminal Post Diameter	2 7/8"
Post Wall Thickness	40
Rail Diameter	1 5/8"
Rail Wall Thickness	20
Top Rail	YES
Middle Rail	NO
Bottom Rail	NO
Brace & Truss Rods	NO
Barbwire 12 1/2 Gauge	NO
Tension wire 7 Gauge	NO
Slatting Standard	NO
Slatting Color	-

Email mpappenfus@ci.foley.mn.us

Single Swing Gate			Double Swing Gate			Cantilever gates			Without Operator	
# of Gates	Gate Opening	Post Diameter	# of Gates	Gate Opening	Post Diameter	# of Gates	Gate Opening	Post Diameter	Price	Materials & Installation
						1	25'	3" & 4"		\$12,980.00

Priced with current insurance, cost of extra insurance requirements will be added to above price.



Please note: Bemboom's Fence, Inc. reserves the right to revise this quotation if not accepted within 10 days. Customer is responsible to apply for, and secure and pay for all permits required for the fence to be installed. Customer hereby authorizes Bemboom's Fence, Inc. to install all fencing materials on the property as provided herein, and to pay Bemboom's Fence, Inc. for all materials and for installation upon completion. Customer hereby assumes full responsibility and all liability for the location of the property line upon which the fence is installed. Bemboom's fence, Inc. is not liable for any issues related to property lines, private underground utilities, septic systems, electrical, gas, cable TV, phone lines, pet containment system, or the like. A convenience fee of 3 % will be added to the total amount for payment with a credit card. And, if Bemboom's Fence, Inc. must take any action to collect any amount due and owed by Customer, Customer shall reimburse and all costs of collection, including but not limited to attorneys' fees and costs related to collection. Customer has read, understands and accepts the conditions set forth herein. Please sign & return one copy if you decide to accept this contract.

Date accepted _____

Customer's signature _____

Contractor's Signature _____

BEMBOOM'S FENCE INC.
907 15 AVE S.E.
ST. CLOUD MN 56304
320-255-8929 / FAX: 320-202-0781

Date	09/15/23
Phone	
Phone	MARK 290-9186
Phone	
Phone	
Estimator	JIM BEMBOOM

CITY OF FOLEY PUBLIC WORKS

Galvanized Commercial Chain link	
Overall Length	175'
Fence Height	5'
Fabric Gauge	9
Line Post Diameter	2 3/8"
Post Spacing Base on	10'
Terminal Post Diameter	2 7/8"
Post Wall Thickness	40
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Top Rail	YES
Middle Rail	NO
Bottom Rail	NO
Brace & Truss Rods	NO
Barbwire 12 1/2 Gauge	NO
Tension wire 7 Gauge	NO
Slating Standard	NO
Slating Color	-

Email mpappenfus@ci.foley.mn.us

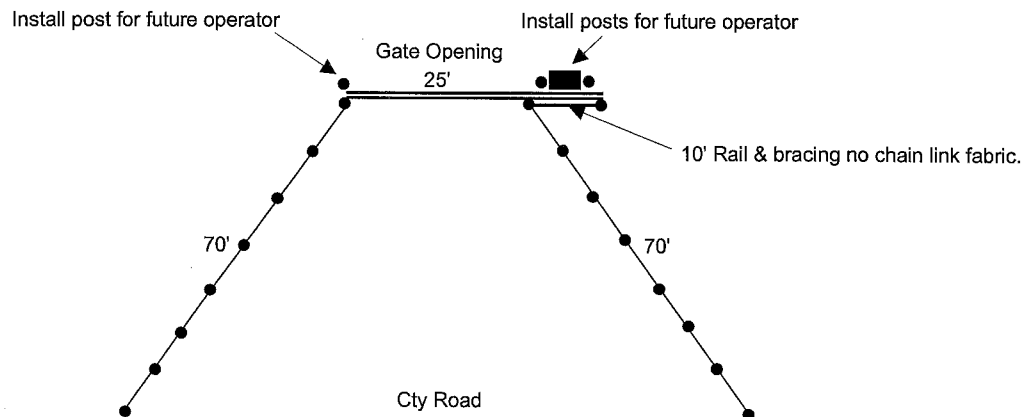
Single Swing Gate		
# of Gates	Gate Opening	Post Diameter

Double Swing Gate		
# of Gates	Gate Opening	Post Diameter

Cantilever gates		
# of Gates	Gate Opening	Post Diameter
1	25'	3" & 4"

Without Operator
Price
Materials & Installation
\$13,570.00

Priced with current insurance, cost of extra insurance requirements will be added to above price.



Please note: Bemboom's Fence, Inc. reserves the right to revise this quotation if not accepted within 10 days. Customer is responsible to apply for, and secure and pay for all permits required for the fence to be installed. Customer hereby authorizes Bemboom's Fence, Inc. to install all fencing materials on the property as provided herein, and to pay Bemboom's Fence, Inc. for all materials and for installation upon completion. Customer hereby assumes full responsibility and all liability for the location of the property line upon which the fence is installed. Bemboom's fence, Inc. is not liable for any issues related to property lines, private underground utilities, septic systems, electrical, gas, cable TV, phone lines, pet containment system, or the like. A convenience fee of 3 % will be added to the total amount for payment with a credit card. And, if Bemboom's Fence, Inc. must take any action to collect any amount due and owed by Customer, Customer shall reimburse and all costs of collection, including but not limited to attorneys' fees and costs related to collection. Customer has read, understands and accepts the conditions set forth herein. Please sign & return one copy if you decide to accept this contract.

Date accepted _____

Customer's signature _____

Contractor's Signature _____



Midwest Electric and Generator, Inc
10215 Twin Lakes Road NW
Elk River, MN 55330
612-284-1550
www.MidwestGenerators.com

Estimate 46475889
Job 46432644
Estimate Date 9/26/2023
Customer PO

Billing Address
City of Foley
PO Box 709
Foley, MN 56329 USA

Job Address
Mark Pappenfus
321 4th Avenue North
Foley, MN 56329 USA

Estimate Details

14KW Generac Emergency Panel Generator: Provide and install your new Generac Automatic Generator System. Locate your new automatic generator system Within 20 feet of the existing Electrical Meter. Install a new 200 amp automatic transfer Switch on the interior of the building next to the existing electrical panel to back up the emergency panel. Install high-pressure natural gas direct from the high-pressure gas meter/tap to the final generator location. All work coordinated by Midwest. Installation includes equipment, labor, materials, permits, and sales taxes.

Task #	Description	Quantity
G14200	14kW Generac Automatic Standby Generator Aluminum Enclosure PVC Generator Pad 1-200A SER Automatic Transfer Switch, NEMA3R Wi-Fi Enabled **Network Extender for Wi-Fi, if stronger Wi-Fi signal is needed it is to be provided by others, or Midwest at an additional charge** Set Generator on site Dealer check out, including factory required testing, generator registration, and customer training.	1.00

Materials

Material	Description	Quantity
PRO10	LIMITED TIME PROMOTIONS! The following promotions have been applied to your new generator system: - FREE 10 Year Warranty Promotion A Value of \$1,035.00 Your generator must be purchased by September 28th, 2023 and installed or activated by October 31st, 2023. - 18 Months Same-as-Cash, 0% Interest, OAC*. *Terms and conditions apply. Call for details.	1.00
Grid	Smart grid certified which allows non-emergency use with an applicable managed energy program	1.00
GENCWK	Provide your Generac air-cooled cold weather kit. Includes equipment, materials, thermostat(s) and wiring	1.00
26R	Provide and install generator battery 1-26RJT generator battery 1 Year Battery Warranty	1.00
MTRSLR	Meter Seal Removal Required Coordinate with utility to remove inspection tag on meter socket	1.00
GCL26-50	26-50Ft 17kW to 24kW Generator Cable	1.00
ELECINSTALL	Electrical wiring for automatic generator installation Wiring of generator system in electrical cable in conduit or surface mounted from generator to transfer switch. Install all line and low voltage as required by the NEC. Reconfigure all grounds and neutrals as required by the NEC. Mount transfer switch	1.00

	Set generator on site	
HPG76-100	High pressure gas installation, generator Install gas piping for standby generator, to be high pressure and fed to generator, Gas work up to 100' from gas meter/tap. Installation to include shut off, sediment tee, regulator, and anti-vibration line. Air testing as required by code MPT:240.000000	1.00
NGAS	Generator to operate on natural gas (NG)	1.00
ELECPERM	Electrical Permit Generator Installation	1.00
MECHPERM	Mechanical Permit for Generator	1.00
NGOptions	=====	1.00
	** Options listed below are additional to the base estimate. ** (Except if listed in the material section above)	
	Generator Options:	
	OPTION # 1 - Concrete Pad \$389.00 Provide and install 3" pre-formed concrete generator pad, rather than a PVC generator pad. Recommended for automatic generators.	
	OPTION #2 - Safety Whole House Surge Protection - Type 1 \$389.00 ** REQUIRED FOR PERMITS PULLED AFTER APRIL 30TH, 2023 ** The perfect solution for whole-house surge protection. Protects electronics from damaging effects of electrical surges. A visible LED indicator displays a protective status on the device. Protect your electrical system, including expensive furnace boards, A/C boards, fridges, microwaves, and more.	
	OPTION #3 - Trim Kit \$129.00 Provide and install Generac Fascia Base Wrap for your new automatic generator system. This offers a sleek, contoured appearance as well as offering protection from rodents and insects by covering the lifting holes located in the base. Popular option for the esthetics of your new automatic generator system.	
	OPTION #4 - Ecobee Premium Smart Thermostat \$544.00 Provide and install Generac's newest Ecobee Smart Thermostat for your heating and cooling system. Life comfortably, save automatically. SAVE up to 26% on your annual energy cost. Includes Smart Sensor that can extend comfort to your most important rooms. Build in Siri & Alexa. Control your new thermostat from anywhere from your iOS or Android. Includes installation, setup and programming. ** Is not compatible with Trane HVAC equipment. Includes 1 thermostat and 1 Smart Sensor. Additional devices can be added, call for details.	
	OPTION #5 - Extended Warranty \$1299.00 Add additional Peace-of-Mind with a complete 10-Year Warranty (from the day of installation) for your new automatic generator system. This premium warranty includes labor, parts, and materials for your new automatic generator system. * This discounted warranty offering must be purchased prior to the day of installation.	
	OPTION #6 - Generac PWRview Energy Monitor \$589.00 Get real-time data via your smartphone or desktop computer. Find out how your energy resources are being used and your true energy consumption. A smart way to estimate your monthly bill, find energy-draining appliances, and save money! =====	
Terms	TERMS: \$6,800.00 DUE AT ORDERING REMAINDER DUE THE DAY OF SERVICE OR 18 MONTHS SAME AS CASH, 0% INTEREST, MONTHLY PAYMENTS OR WORRY FREE POWER PROGRAM. MONTHLY CHARGE STARTING AT \$194.75 PER* MONTH, INCLUDES 10 YEAR WARRANTY, SERVICE, AND MONITORING* OAC*- CALL FOR DETAILS	1.00

Sub-Total \$11,846.83

Tax	\$0.00
Total	\$11,846.83

Thank you for choosing Midwest Electric and Generator, Inc

Please do not hesitate to reach out to us with questions or to book services.

We work hard to offer you Best-In-Class for your project, and can also offer some attractive financing options including 18 months interest free, or fixed 5.99%.

Our technicians are competent, licensed, and highly skilled in their profession, and will leave you confident in your decision.

Midwest Electric and Generator is the only Power Pro Premier Dealer in the 5 state area, a designation meaning we meet the most stringent set of requirements ensuring customers receive an outstanding sales and service experience when purchasing. We employ expert staff, including electricians, plumbers, mechanics, and project managers, consistently receiving high reviews from our customer base. Thank you again for the opportunity to earn your business.

All projects are subject to Midwest Electric and Generator, Inc Terms and Conditions

Midwest Electric and Generators, Inc

Terms & Conditions

All quotes are good for 30 days.

If you contract Midwest Electric and Generators, Inc. to complete work for you, the following terms and conditions will apply to the sale.

PAYMENT TERMS

The entire invoice is due upon completion of described work, or alternatively the remainder of a contract, minus any down-payments that may have been previously applied. Any payment not received within 10 days from completion of work is subject to interest at the highest amount lawfully allowed by contract in the State of Minnesota until paid. This rate is currently 18% APR. If applicable, sales tax is included in the price, unless otherwise noted. If Midwest Electric and Generator, Inc. commences litigation or employs attorneys to collect payment for any amount due it from Customer, Customer agrees to pay reasonable costs and attorney's fees which may be due. If Customer's check does not clear, Customer may be liable for more than the check amount, plus the face value of the check and court costs. A minimum of \$37.00 will be imposed on all returned checks. All parts will be removed from the Customer's premises and discarded unless specified herein.

COLLECTION COSTS

Customer agrees that they shall pay all expenses incurred by Midwest Electric and Generator, Inc. for the collection of any delinquent accounts including, but not limited to: All attorney's fees, filing fees and costs. Any and all disputes arising out of this sale shall be interpreted under the laws of the the State of Minnesota. Customer agrees to pay collection fees, reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1 ½% will be added after 10 days.

WARRANTIES AND LIMITATIONS ON WARRANTIES

Standard warranty is 1 year on labor and parts supplied by Midwest Electric and Generators, Inc.. Midwest Electric and Generators, Inc. warrants that all work performed, and parts, and equipment which were installed in the servicing of the electrical or generator unit(s) were completed in a workmanlike manner and that said work shall be free from defects in materials and workmanship for a period 365 days from date said work was performed or manufacturer's warranties (except for the exclusions listed below). Midwest Electric and Generators, Inc's obligation for defective products and/or workmanship or any damage caused thereby, and Customer's exclusive remedy, shall be limited, at Midwest Electric and Generators, Inc's option, to the replacement of any defective parts or workmanship or the refund of amounts paid by Customer for said service. Midwest Electric and Generator, Inc must receiving actual written noticed of said defect within the 365 day period noted herein. **Notice may be sent to 10215 Twin Lakes Road NW, Elk River, MN 55330**

Items disclosed on invoice & declined by Customer or Customer supplied equipment may be excluded. These exclusions may have limited or no warranty if parts or equipment have been replaced or repaired by Midwest Electric and Generators, Inc. and have not been worked on by anyone else during warranty period. Warranty period may be different if noted herein. (Warranty excludes stop-pages and customer supplied items). All warranty issues must be allowed to be inspected and approved by Midwest Electric and Generator, Inc

before any repair is made or warranty is voided. Warranty is not transferable. Not liable for damage caused by weather, or normal maintenance items that have not been completed as required, or manufacturer defects.

WARRANTY EXCLUSIONS

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES (EXCEPT OF TITLE) FROM MIDWEST ELECTRIC AND GENERATOR, INC INCLUDING , BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MIDWEST ELECTRIC AND GENERATOR, INC SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY MIDWEST ELECTRIC AND GENERATOR, INC OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATED THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

RESTRICTION OF THE PERIOD LIMITATION OF ACTION

Any legal action relating to this Agreement or breach thereof shall be commenced within one (1) year from the date of the work. Consumer shall be deemed to have accepted all delivered goods which he has not rejected within two (2) years of receipt.

ALTERATIONS

Any alterations, additions, adjustments or repairs made by others, unless authorized or agreed upon by Midwest Electric and Generator, Inc, will be cause to terminate Midwest Electric and Generator, Inc's obligation under the contract.

EXCLUSION OF COURSE OF DEALING

It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be admissible to explain, modify, or contradict this contract in any way. All warranty work will be performed during normal business hours. Any Customer requiring warranty work not performed during regular business hours will be charged a service charge.

Note: Any alterations or deviations from the above specifications involving extra costs will be executed only upon written consent by customer and will become an extra charge over and above the estimate. All agreements, contingent upon strikes, accidents or delays are beyond our control.

MINNESOTA PRE-LIEN NOTICE:

"(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

BUYERS RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. RESTOCKING FEE DOES APPLY IF TRANSACTION CANCELLED AFTER MIDNIGHT ON THE THIRD BUSINESS DAY.

From: Mark Pappenfus
To: Sarah Brunn
Subject: FW: Your Automatic Generator Estimate from Midwest Electric and Generator, Inc
Date: Friday, September 29, 2023 11:26:52 AM
Attachments: 14KW Generac Emergency Panel Generator.pdf

Sarah,

Attached is a quote for the purchase and installation of a Generac Generator for the City Public Works Maintenance Shop. With all the new equipment and technology being installed with the new Forcemain project, we will need a reliable way to ensure that the computers and main controls at the Maintenance Shop stay operable during power outages. Also, we continue to struggle to get equipment out of the shop during outages due to the old style doors and no back up power of any type.

Although I am still verifying that they provided me Sourcewell contract pricing in this bid, this price should not go up from the attached quote of \$11,846. I would propose we take \$4,423 out of each the Sewer & Water funds along with \$3,000 out of the Street fund to cover this expense.

If approved we would have this installed this Fall yet.

Thanks, Mark

Mark Pappenfus
City of Foley Public Works Director

From: Midwest Electric and Generator, Inc <noreply+908717@servicetitan.com>
Sent: Tuesday, September 26, 2023 1:06 PM
To: Mark Pappenfus <mpappenfus@ci.foley.mn.us>
Subject: Your Automatic Generator Estimate from Midwest Electric and Generator, Inc

Hello City of Foley,

Thank you again for having me out to your home today. We do not take lightly the opportunity to earn your business, and will work hard for you.

If you have questions or are ready to book your services, please reply to this email, or give me a call/text at 612-284-1550

For a limited time, your generator installation qualifies for flexible financing terms up to 18 months, this is interest-free. It is fast and easy to apply! Here is the link to apply:
<https://midwestgenerators.com/financing/>

Much of our work is local. Reviews and word-of-mouth are the top ways people learn about our service. Feel free to take a moment to see what our customers are saying about us! Here is the link - <https://goo.gl/oqLHzt>

You can view and accept the estimate(s) via the link below,
[Click here to view your estimate\(s\)](#)

Sincerely,

Your Team at Midwest Electric and Generator, Inc
Midwest Electric and Generator, Inc

Twin Cities - 612-284-1550
Northland - 218-264-4310

<https://www.midwestgenerators.com/>

Electrical | Generators | Systems