



**City Council – Meeting Agenda  
March 12, 2024 – 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 February 6, 2024.
  - Approve Resolution # 2024-6 Accepting Donation for The Foley Police Department
  - Approving hiring of part-time police officers Bryce Lind, Dana Anton, and Brett Schramel.
  - Updated Pursuit Policy (Mandated policy from POST Board).
  - Approve Vet Clinic Horse Coggins Event on April 20<sup>th</sup> and Hold Harmless Agreement.
  - Consider approval of No Mow May for occupied properties only!
  - Approve re-hire of Pool Manager, Emma Thorsten.
  - Approve payment of bills.
5. Mayor's Comments & Open Forum
6. Public Hearing – Zoning Ordinance Amendments
  - Consider & Adopt Ordinance #478
7. Discussion on garbage contract renewal.
8. Department Reports:
  - Police Department –Katie McMillin
    - Discussion on crime free housing training requirement.
  - City Engineer – Jarod Griffith
  - Public Works/Fire – Mark Pappenfus
    - Scheduled Power Outage on March 16<sup>th</sup>.
    - Holiday Decorations along Highway 23.
  - Administration – Sarah Brunn
    - Update on ARPA housing funding allocated by Benton County.
    - Discussion on Tri-County Humane Society Contract.
    - Checking/Cash Management Account Changes.
9. Old Business
  - Update/Discussion on Foley Fun Days Parade Route.
10. New Business
  - Discussion on adding council workshop sessions.
  - Schedule a discussion on downtown façade program.
11. 2<sup>nd</sup> Open Forum
12. Adjourn

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – February 6, 2024

The Foley City Council held their regular meeting on Feb. 6, 2024, 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 Voit, to approve the consent agenda:

- Approve minutes of Jan. 2, 2024.
- Consider appointment of Candace Kantor for planning commission to replace Noel Lewandowski.
- Approve Midwest Fire Tanker Contract (with price increase).
- Approve Fire Department Officers.
- Adopt Resolution #2024-04 Accepting Donation.
- Adopt Resolution #2024-05 Approving Transfers.
- Approve payment of bills.

Motion carried, unanimous.

**Mayor's Comments and Open Forum**

No one spoke.

**Update on Wastewater Regionalization Project**

Jared Voge, Bolton & Menk, gave an overview to the council and recommended approval of Pay Application #16 for \$89,062.50 for work completed through Jan. 19. The electrical sub-contractor is on site to install components within the panels and wiring. Questions and discussion followed.

Motion by Gondeck, seconded by Voit, to approve Pay Application #16.

Motion carried, unanimous.

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

Sarah Kellen, Volunteer Coordinator for C.A.R.E, gave an overview to the council on the services they provide to the Foley area. The organization has continued to increase services as needs have grown. They've expanded to serve other communities including the cities of Rice and Sauk Rapids as well as Sherburne County. Kellen also shared some statistics. There are more seniors in Minnesota than school age children. Benton County has a high percentage of seniors living below the poverty line. There are many benefits to helping seniors continue to live independently at home. Seniors living at home continue to shop at local businesses and pay local taxes. C.A.R.E. provides assistance to family members who are facing the challenges for caring for seniors and helps seniors reduce their reliance on state-funded programs. Questions and discussion.

### **Consideration of Ordinance #477 – Prohibiting Cannabis in Public Places**

Ashley Bukowski, City Attorney, addressed the council regarding Ordinance #477. The state legislature legalized adult use for cannabis. Benton County adopted a similar ordinance that prohibits cannabis use in public places. The state definition of ‘public place’ is an area where the public has access by right of invitation such as public buildings and parks. This ordinance would not apply to private homes or their yards. Questions and discussion.

Voit asked about the fines. Bukowski explained that the state statute allows for fines up to \$300 for a petty misdemeanor. The minimum fine is \$50.

Motion by Gondeck, seconded by Mathiowetz, to approve Ordinance #477.

Motion carried, unanimous.

### **Discussion/Approval on Xcel Energy Gas & Franchise Agreements**

Sarah Brunn, City Administrator, shared with the council that staff is having conversations regarding abandoned utilities. Staff is looking into franchise fees that would be collected. The funds could be used to help offset maintenance costs and the tax levy burden. Discussion and questions followed.

### **Chicken Ordinance Discussion**

Jason Brule, 358 Maple Drive, petitioned the council to consider amending the city ordinance to allow for backyard chickens. He asked that chickens be removed from the livestock list (not permitted) and moved to the small animal section (permitted) and listed as ‘egg laying’ or ‘show chickens’ (not roosters) in that they are similar to dogs and cats in terms noise and smell. Brule explained he would like to teach his kids responsibility and thought a pet like chickens would be a good idea. Brule explained he grew up on a farm and outlined to the council how he would prepare his yard to care for the chickens. He also stated he’d spoken to his neighbors and they didn’t object. Questions and discussion followed.

Mathiowetz asked Chief Katie McMillin her thoughts on enforcement. McMillin expressed concerns that if the ordinance was amended to allow for chickens it would be very difficult for officers to enforce any restrictions since they are not able to go onto properties to count chickens. McMillin also stated that according to state law chickens are considered livestock. She also expressed concerns that allowing chickens could also lead to residents asking for goats, sheep, pot-bellied pigs...etc...

Burkowski recommended asking the Planning Commission to discuss and make recommendations on licensing and enforcement if that’s the route the council would like to go.

Brosh asked the council members their thoughts. Gondeck, Swanson, and Voit stated they would not be in favor of making any changes to the ordinance. Mathiowetz and Brosh were open to making changes.

### **Department Reports**

#### **Police Department**

McMillin gave an overview of the January stat report. Officers responded to 363 calls - up from January of last year. Harassment calls at the school regarding social media issues were up. There were 10 animal complaints – up from 2023. Miscellaneous calls were also up due to assisting at the school. Everything is documented when an officer responds to the school. McMillin also shared that Fun with

Police is scheduled for Feb. 15. She also shared that the department was aware of the traffic problem being created on Hwy 23 due to cars backing up from the elementary pick up and drop off line. She said she and the SRO were working with the school to educate the school aids on how to keep the traffic moving. McMillin stated that six interviews for new part-time officers were scheduled for that Friday. She would bring the names forward for approval at the March meeting. Brunn added that staff needs permission from the council to start the backgrounding on the candidates. The council would approve the hiring at the March meeting. The council agreed.

Mathiowetz asked McMillin with the increasing number of calls and with adding new housing developments in the near future when would it be time to add another full-time officer. McMillin replied that the time is coming quickly when another full-time officer would be needed. There are also new laws being mandated by the state that will also change things. Voit agreed that as the city grows we need to add more officers. Brunn stated that it was something that staff has talked about and will provide the council with options to consider at budget time. McMillin added that with the new laws the police chief can't do background checks on candidates. The background work this time will be completed by a third party vetted by the department.

### **City Engineer**

Jarod Griffith, City Engineer, directed the council to their packets for an update on the south side housing development. There are two concepts showing what a potential layout would look like. Concept #1 would be solely single-family homes. Concept #2 would have more diversity with single-family homes and townhomes. The packet also included the concept design agreement, a boundary survey, and a wetland delineation and concept design. Questions and discussion followed.

Motion by Mathiowetz, seconded by Voit, to move ahead with the \$43,000 proposal to continue the planning process.

Motion carried, unanimous.

### **Public Works/Fire Department**

Mark Pappenfus, Director of Public Works, gave an overview to the council. The department is being proactive with equipment and building maintenance. They are also working on the lead and copper pipe maintenance that needs to be done by October. Public Works did build the ice rink, but it only lasted two weeks due to the unseasonably warm weather. Pappenfus reminded the council that Public Works had not added to staff in 20 years. He also mentioned the Fire Department would be applying for the FEMA regional grant. Discussion and questions followed.

### **Administration**

Brunn reminded the council there wouldn't be a council meeting on March 5 due to the Presidential Primary. The next council meeting will be held March 12. Brunn also updated the council on the contract with the Tri-County Humane Society. The policy has changed so the shelter will no longer split the cost of onboarding animals between the resident and the city. The city will need to pay for all the fees for each animal surrendered which could add up to a substantial amount of money. She asked the council if they wanted to be over budget or cancel the contract with Tri-County. Discussion and questions followed. Brunn also shared that the legislative meetings are today with a lot of things coming up this session.

### **Old Business**

No old business.

## **New Business**

No new business.

## **Mayor's Comments 2<sup>nd</sup> Open Forum**

Pamela Vizenor, 600 Broadway Avenue N, asked the council to consider keeping the Foley Fun Days parade at the current route rather than reverting back to the original route as the Civic Group plans for this year. The new route has allowed the residents of the nursing home to enjoy the parade since it goes right past the nursing home. If the parade goes back to the old route, the seniors would lose that opportunity. Discussion and questions followed.

Sarah Moulzolf, 238 Elm Drive, asked the council about the rumors regarding the turkey plant closing down.

Brosh asked for a motion to adjourn.

Motion by Gondeck, seconded by Swanson, to adjourn.

Motion carried, unanimous.

Meeting adjourned at 6:39 p.m.

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(Minutes By: Sara Judson Brown, Administrative Assistant)

Sarah A. Brunn, Administrator

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2024-6

A RESOLUTION ACCEPTING DONATION FOR  
THE FOLEY POLICE DEPARTMENT

WHEREAS, the City of Foley encourages public donations to help defray the costs of the general public of providing services and improve the quality of life in Foley, and

WHEREAS, Great River Federal Credit Union has donated funds for the Foley Police Department; and

WHEREAS, Minnesota Statutes 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Benton County, Minnesota, that these donations are hereby accepted for use by the City of Foley.

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to Great River Federal Credit Union for their generous donation to the Foley Police Department.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 12th day of March 2024.

\_\_\_\_\_  
Jack Brosh, Mayor

ATTEST:

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

## Chapter 5

### 500 : Pursuit Policy

#### POLICY

The primary purpose of this policy is to ensure officers and any member of the Foley Police Department respects the sanctity of life when making decisions regarding vehicle pursuits. Vehicle pursuits expose innocent citizens, law enforcement officers and fleeing violators to the risk of serious injury or death. The intent of this policy is to provide officers with guidance in balancing the safety of the public, safety of other officers and themselves, and law enforcement's duty to apprehend violators of the law, while minimizing the potential for pursuit related crashes.

#### 501: GUIDING PRINCIPLES

- A decision to pursue should be based upon the totality of information and circumstances reasonably known to the officer at the time the decision is made, recognizing that law enforcement must often make immediate decisions with partial information.
- The safety of all persons involved in or by a police pursuit is of primary importance. It also must balance the risks of the pursuit to the public and peace officers with the consequences of failing to pursue (Minn. Stat. § 626.8458 Sub. 2 (1)).
- No officer will be disciplined for terminating a pursuit.
- Officers, when responding to an emergency call or pursuing a fleeing vehicle shall, when approaching a stop sign or red light, slow down as necessary for safety, but may proceed cautiously if they sound a siren or display at least one red light to the front (Minn. Stat. §169.03(2)).
- The speed limitations do not apply to an authorized emergency vehicle responding to an emergency call or vehicle pursuit, although this does not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of persons using the street, nor does it protect the driver of an authorized emergency vehicle from the consequence of a reckless disregard of the safety of others (Minn. Stat. §169. 177). Officer(s) should consider reducing their speeds and ensuring that the way is clear before proceeding thru an intersection or other locations where there is an increased likelihood of a collision with another vehicle or pedestrian. Evaluation of vehicle speeds should take into consideration public safety, officer safety and the safety of the occupants of the fleeing vehicle.
- Involved officers should frequently re-evaluate factors and conditions to assess the continuation of the pursuit.

## **502: DEFINITIONS**

- A. Pursuit:** An active attempt by a sworn member operating a patrol unit or specialty unmarked unit to apprehend a driver of a motor vehicle who, having been given a visual and audible signal by a peace officer directing said driver to bring their vehicle to a stop, increases speed, extinguishes motor vehicle headlights or taillights, refuses to stop the vehicle, or uses other means with intent to attempt to elude a peace officer (Minn. Stat. §609.487).
- B. Termination of a Pursuit:** A pursuit is terminated when the pursuing officer(s) notify dispatch, turn off their emergency lights and sirens, and reduce speed to the posted speed limit.
- C. Divided Highway:** Any highway that is separated into two or more roadways by:
  - 1. A physical barrier, or
  - 2. A clearly indicated dividing section constructed so as to impede vehicular traffic.
- D. Channeling:** To direct vehicular traffic into a progressively narrowing passageway or lane location on the roadway.
- E. Compelling Path:** The use of channeling technique with a modified roadblock located at its narrowed end. The compelling path differs from a termination roadblock in that the driver or any vehicle traveling the path has an exit option at the narrowed end.
- F. Pursuit Intervention Technique (PIT):** A driving maneuver designed to stop a fleeing motorist by applying precision vehicle-to-vehicle-contact resulting in a predictable spin of the suspect's vehicle, bringing it to a stop.
- G. Flee:** The term "flee" means to increase speed, extinguish motor vehicle headlights or taillights, refuse to stop the vehicle, or use other means with intent to attempt to elude a peace officer following a signal given by any peace officer to the driver of a motor vehicle (Minn. Stat. § 609.487 Subd. 1).
- H. Primary Unit:** The law enforcement unit that initiates a pursuit or any other unit that assumes control of the pursuit.
- I. Support Units:** The primary responsibility is to remain in close proximity to the pursuing vehicle(s) so that officers are immediately available to render aid or assistance to anyone who may require it as a result of the pursuit. Support officers may also assume responsibility for radio traffic, and do not take over/assume control of the pursuit.
- J. Other Assisting Units:** Units not actively involved in the pursuit itself but assisting by deploying stop sticks, blocking intersections, compelling paths, or otherwise working to minimize risk.



- K.** Ramming: The deliberate act of impacting a fleeing offender's vehicle with another vehicle to functionally damage or otherwise force the violator to stop.
- L.** Spike Strips: A device that extends across the roadway and is designed to puncture the tires of the fleeing offender's pursued vehicle.
- M.** Blocking or vehicle intercept: A slow-speed coordinated maneuver where two or more law enforcement vehicles simultaneously intercept and block the movement of a suspect vehicle, the driver of which may be unaware of the impending enforcement stop, with the goal of containment and preventing a pursuit. Blocking is not a moving or stationary roadblock.
- N.** Boxing-in: A tactic designed to stop a violator's vehicle by surrounding it with law enforcement vehicles and then slowing all vehicles to a stop.
- O.** Paralleling: The practice of non-pursuing squad vehicles driving on streets nearby to the active pursuit, in a manner parallel to the pursuit route. Parallel driving does not exempt officers from obeying traffic laws. Minn. Stat. § 169.14, subd. 1.

### **503: PROCEDURE**

#### **A. Pursuit Considerations – Minn. Stat §626.8458 Subd. 2 (2).**

- 1.** Pursuit is justified when the need for immediate apprehension or the risk to public safety outweighs the risk created as a result of the pursuit.
- 2.** Factors to be considered when weighing risks:
  - Severity of the offense (in cases of non-violent offenses, officers should consider terminating the pursuit).
  - Speed of the pursuit
  - Area of the pursuit (including the geographical area, time of day, amount of vehicular and pedestrian traffic)
  - Divided highways and one-way roads (Minn. Stat. § 169.03 Subd. 3)
  - Approach to intersections that are controlled by traffic signals, signs, or other location where there is an increased likelihood of a collision (Minn. Stat. §169.03)
  - Environmental conditions (weather, visibility, road surface conditions)
  - Special hazards (school zones, road construction, parades, special events)
  - The ability to identify the offender at a later time
  - Age of the suspect and occupants
  - Other persons in or on the suspect vehicle
- 3.** Standards applied to the ongoing evaluation of a pursuit, as well as the decision to continue a pursuit shall include the following considerations:

- The immediate need to apprehend the offender outweighs the risk created by the pursuit.
- The dangers created by the pursuit exceed the dangers posed by allowing the offender to escape.
- Involved officers should frequently re-evaluate factors and conditions to assess the continuation of the pursuit.

**B. Procedures & Tactics for an Officer Engaging in a Pursuit– Minn. Stat. § 626.8458 Subd. 2 (3)**

1. Emergency vehicles shall be driven in a safe manner and with due regard for public safety.
2. Emergency vehicles operating in emergency mode are permitted to violate certain traffic regulations, when necessary, as long as the operator continues to exercise due care in vehicle operation.

**C. Responsibilities of the Primary Unit – Minn. Stat. § 626.8458 Subd. 2 (4)**

The driver of the primary unit shall notify dispatch of the pursuit and shall provide at least the following critical information to dispatch when possible:

- Travel direction/location/traffic and road conditions
  - Reason for initial contact (specific violations)
  - Identity of fleeing driver, if known
  - Plate number, if available, and/or vehicle description
  - Speed of fleeing vehicle
1. Provide relevant evolving information to dispatch
  2. No officer will intentionally make vehicle-to-vehicle contact unless this action is in conformance with agency policy on use of force (see agency policy on use of force)
  3. Roadblocks must conform to the agency's policy on use of force
  4. Only law enforcement vehicles with emergency lights and siren will be used as pursuit vehicles
  5. Unmarked and low-profile agency vehicles may engage in pursuits until a marked vehicle can take over as the primary vehicle. Officers shall not become engaged in pursuits while operating a non-departmental (private) motor vehicle or departmental vehicles not equipped with required emergency equipment.

**D. Procedures & Tactics for support units**

1. Officers are authorized to use emergency equipment at intersections along the pursuit path to clear intersections of vehicular and pedestrian traffic to protect the public.

2. When possible, non-pursuing personnel needed at the termination of the pursuit should respond in a non-emergency manner, obeying all non-emergency traffic laws.
3. All participating units should operate under emergency conditions.

#### **E. Supervision of Pursuit Activities**

1. The use of a detached supervisor that is not directly involved in the pursuit, when available, should be considered.

Based on the known information the supervisor, when available, shall monitor the pursuit in order to take appropriate action to continue or terminate the pursuit (Minn. Stat. §626.8458 Subd. 2 (4)).

2. Procedures regarding control over pursuit activities should include:
  - Verbally acknowledge they are monitoring the pursuit.
  - Assess critical information necessary to evaluate the continuation of the pursuit. Evaluate and ensure pursuit is within policy.
  - Direct that the pursuit should be discontinued if it is not justified to continue under the guidelines of this policy or for any other reason.
  - Communicate to all involved units if the pursuit should be terminated
3. Options to keep in mind during a pursuit include, but are not limited to:
  - Parallel pursuits
  - Channeling techniques
  - Creating a compelling path
  - Air support
  - Spike strips or other tire deflation device
  - Pursuit Intervention Techniques (PIT)
  - Blocking or Vehicle Intercept
  - Boxing-in
  - Other apprehension or GPS tracking methods - Minn. Stat. §626.8458 Subd 2 (3)
4. *Post-pursuit chain of command notifications are required and shall be identified in each agency's policy.*

#### **F. Dispatch Responsibilities**

Upon notification that a pursuit has been initiated, Dispatch will be responsible for the following (Minn. Stat. § 626.8458 Subd. 2 (4)):

- Coordinate pursuit communications of the involved units and personnel.
- Notify and coordinate with other involved or affected agencies as practicable.
- Ensure that a supervisor, if available, is notified of the pursuit.
- Assign an incident number and log all pursuit activities.
- Broadcast pursuit updates as well as other pertinent information as necessary.

**G. Factors Influencing the Termination of a Pursuit:**

A. The driver of the primary unit and the supervisor shall continually evaluate the risks and likelihood of a successful apprehension of the suspect and shall consider terminating the pursuit under the following conditions.

1. The officer deems the conditions of the pursuit too risky for the safe continuation of the pursuit.
2. A supervisor orders it terminated.
3. Information is communicated that indicates the pursuit is out of compliance with policy.
4. Communication is broken.
5. Visual contact is lost for a reasonable period of time or the direction of travel cannot be determined.
6. The suspect is known and could be apprehended later, and delaying apprehension does not create a substantial known risk of injury or death to another.

a. Interjurisdictional Pursuit – Minn. Stat. § 626.8458 Subd. 2 (5).

1. The primary unit shall update critical information to the dispatcher before leaving its jurisdiction.
2. The primary law enforcement vehicle shall remain the primary vehicle in other jurisdictions unless the controlling pursuit authority transfers its authority to another jurisdiction.
3. Upon receiving notification the pursuit is entering another agency's jurisdiction, the dispatcher shall forward all critical information possessed by the dispatcher to that agency.
4. When a pursuit enters this law enforcement agency's jurisdiction:
  - The dispatcher shall update the critical information to the shift supervisor or other authorized individual identified by the law enforcement agency.
  - The controlling pursuit authority shall determine if the pursuit is in conformance with policy and shall provide appropriate direction to their units.
5. When a pursuit enters another agency's jurisdiction, the primary officer or supervisor, taking into consideration distance traveled, unfamiliarity with the area and other pertinent facts, should determine whether to request the other agency to assume

the pursuit. Unless entry into another jurisdiction is expected to be brief, it is generally recommended that the primary officer or supervisor ensure that notification is provided to the dispatcher and to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether such jurisdiction is expected to assist (Minn. Stat. § 626.8458 Subd. 2 (5)).

If a pursuit from another agency enters the Department's jurisdiction, Dispatch should update the on-duty supervisor. No pursuit will continue into another state unless permission is received from a supervisor, if available, prior to entering that state and the pursuit is of a known or suspected violent felon. Prior to crossing the state line, the dispatcher will notify the appropriate out of state authority to coordinate the pursuit and the channels to be used for communications.

#### **H. Fresh pursuit outside state boundaries**

If the pursuing officer has received supervisory approval, the officer may continue the pursuit across state lines with those states, which grant reciprocity. This would include North Dakota, South Dakota, Iowa, and Wisconsin (Minn. Stat. §626.65, Uniform Law on Fresh Pursuit; Reciprocal.)

#### **I. Air Support**

1. When available, aircraft assistance should be requested. Once the air unit has established visual contact with the pursued vehicle, it should assume control over the pursuit. The primary and secondary ground units should consider whether the participation of an aircraft warrants their continued involvement in the pursuit (Minn. Stat. § 626.8458 Subd. 2 (4)). The air unit should coordinate the activities of resources on the ground, report progress of the pursuit and provide officers and supervisors with details of upcoming traffic congestion, road hazards or other pertinent information to evaluate whether to continue the pursuit. If ground units are not within visual contact and the air unit determines that it is unsafe to continue the pursuit, the air unit should recommend terminating the pursuit.

#### **K. Pursuit Summary Report**

1. The primary officer and the supervisor shall file a pursuit summary report.
  2. To ensure compliance with Minn. Stat. § 626.5532, the chief law enforcement officer shall ensure the completion of the State pursuit report form and forward it to the Commissioner of Public Safety within 30 days following the pursuit.
  3. As required in Minn. Stat. §626.5532, the report must contain the following elements:
    - a) the reason(s) for, and the circumstances surrounding the pursuit;
    - b) the alleged offense;

- c) the length of the pursuit in distance and time;
- d) the outcome of the pursuit;
- e) any injuries or property damage resulting from the pursuit; and
- f) any pending criminal charges against the driver.
- g) other information deemed relevant by the Commissioner of Public Safety.

## **2. L. Care and Consideration of Victims**

If during a pursuit an officer observes or is made aware of an injury to an individual, the officer shall immediately notify the dispatcher to have the appropriate emergency units respond. Rendering assistance includes, but is not limited to:

Minn. Stat. §626.8458 Subd. 2 (6)

- Calling an ambulance
- Rendering first aid until the officers are no longer needed at the injury scene
- Summoning additional units to the scene for assistance with the injured persons and/or traffic control

## **3. M. Use of Firearms**

The use of firearms to disable a pursued vehicle is not generally an effective tactic and involves all the dangers associated with discharging firearms. Officers should not discharge firearms during an ongoing pursuit unless the conditions and circumstances meet the requirements authorizing the use of deadly force. Nothing in this section shall be construed to prohibit any officer from using a firearm to stop a suspect from using a vehicle as a deadly weapon.

## **N. Capture of Suspects**

Proper self-discipline and sound professional judgment are the keys to a successful conclusion of a pursuit and apprehension of evading suspects shall be consistent with the agency use of force policy and Minn. Stat. §609.06.

## **O. Evaluation and Critique**

After each pursuit, the supervisor and law enforcement agency units involved with the pursuit will evaluate the pursuit and make recommendations to the chief law enforcement officer on ways to improve the agency's pursuit policy and tactics.

## **P. Training**

In accordance with POST requirements, all sworn members shall be given initial and periodic updated training in the department's pursuit policy and safe emergency vehicle operation tactics. Emergency Vehicle Operations Course (EVOC) training is minimally required for each officer every five years. This training shall comply with learning objectives developed and approved by the board and shall minimally consist of at least eight hours of classroom and skills-based training every five years per Minn. Stat. § 626.8458 Subd. 5. Continual training should also be considered for those officers authorized to use the

PIT maneuver, spike strip deployment, GPS tracking, and related pursuit intervention procedures, tactics, and technologies.



310 Dewey St PO Box 370 FOLEY MN 56329  
(320) 968-6677

*Dr. Shannon Pletig · Dr. Allcia Murphy*

*Dr. Chris Nord · Dr. Rachel Banlecke*

*Dr. Amanda Pollpnick*

Sarah A. Brunn  
City Administrator  
Foley City Hall  
251 4th Avenue N  
Foley, MN 56329

February 5th, 2024

Dear Ms. Brunn,

Hello from Mille Lacs Veterinary Clinic! We are making plans for our annual equine haul-in Coggins & vaccine clinic, and we are hoping the city will once again allow us to use the street to the west of our office for this event. We would like to hold this year's clinic on Saturday April 20, 2024. We plan to stick with our previous schedule of about five hours for the Foley location.

We request permission to close the block of 3<sup>rd</sup> Ave in front of our Foley clinic on that day to make room for loading and unloading horses from their trailers. The hours of the clinic are from 7:30am to 12:30pm. We would like to close the street starting at 7:00am, and it should be completely cleaned up and open by 1:00pm. As always, we plan to notify our neighbors on the block prior to the event and will ensure that their time and property are respected.

This arrangement has worked amazingly well for several years and is so convenient for our staff and clients! We love being part of the Foley community and really appreciate your cooperation in this event. Please feel free to contact me at the number listed above with any questions or concerns. Thank you.

Best Regards,

*Alicia Murphy DVM*  
Alicia Murphy DVM



## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The City of Foley, (the “City”), and Mille Lacs Veterinary Clinic, P.A., (“Clinic”), make this Indemnification and Hold Harmless Agreement (this “Agreement”) effective as of April 20, 2024, (the “Effective Date”).

### RECITALS

- A. The Clinic has requested to temporarily close a portion of Third Avenue, a City street, in front of the Clinic’s property located at 310 Dewey Street on April 20, 2024, in order to conduct an equine vaccination event.
- B. The City has agreed to the temporary street closure on the condition that the Clinic indemnifies the City from any liabilities, costs and damages which may occur as a result of or arising out of the temporary closure of Dewey Street, or the Clinic’s clientele bringing horses and horse trailers into the City.

In consideration of the mutual covenants, conditions and promises of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **Indemnification.** The Clinic agrees to defend, indemnify and hold the City, its officers, agents, employees and affiliates, harmless to the fullest extent permitted by law for, from and against any and all liability, claims, damages, costs, losses and expenses (including court costs and attorneys’ fees) in any way related to or arising out of: (i) any injury to or death of any person, including, but not limited to, Clinic’s employees or agents; and (ii) any and all damage to or destruction of any property or loss of use of such property, including, but not limited to, damage to property of third parties, arising out of, related to or in connection with the temporary closure of the City’s street, or Clinic’s clientele bringing horses and horse trailers into the City, unless such injury, death, damage or destruction is caused solely by the City’s negligence.

2. **Care and Coordination.** The Clinic agrees to at all times exercise reasonable precautions in accordance with all applicable governing safety regulations and will be solely responsible for the safety of its employees, agents, clients, licensees, invitees and other persons, as well as their property, while conducting the equine vaccination event. The City shall not under any circumstance be liable for the actions or omissions of the Clinic, its officers, agents, employees, clients, licensees, invitees or other persons associated with the Clinic. The Clinic agrees to at all times coordinate and cooperate with City staff on signage, traffic control, staging of trailers, controlling animals outside of trailers, and eliminating safety concerns. The Clinic agrees to notify all neighbors on the 100<sup>th</sup> block of 3<sup>rd</sup> Avenue of the equine vaccination event no later than April 13, 2024. While 3<sup>rd</sup> Avenue will be temporarily closed to through traffic during the event on April 20, 2024, the Clinic acknowledges that access to properties on the 100<sup>th</sup> block of 3<sup>rd</sup> Avenue shall not be restricted.

3. **Insurance.** The Clinic shall maintain General Liability Insurance in the amount of at least \$1,000,000.00. The Clinic shall provide the City with a certificate evidencing insurance coverage.

The parties have executed this Agreement as of the Effective Date.

CITY:

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

CLINIC:

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Bills List -March 2024			
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Gross Salaries	Payroll - 2/9/24	\$	37,221.72
EFTPS	Federal Withholding	\$	6,461.57
MN Dept of Revenue	State Withholding	\$	1,312.52
State Treas. PERA	PERA	\$	7,185.49
Nationwide	Deferred Comp	\$	1,167.52
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	1,174.14
MN Dept of Human Services	Child Support Garnishments	\$	329.48

Gross Salaries	Payroll - 2/23/24	\$	36,777.99
EFTPS	Federal Withholding	\$	6,481.35
MN Dept of Revenue	State Withholding	\$	1,312.00
State Treas. PERA	PERA	\$	7,042.95
Nationwide	Deferred Comp	\$	1,171.27
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	1,174.14
MN Dept of Human Services	Child Support Garnishments	\$	329.48
LELS	PD Union Dues	\$	211.50

**Already Paid 3/12/2024**

Alex Air Apparatus	PW PPV Fan	\$	6,090.00
AllSpec	02/24 Inspection Fee	\$	5,034.00
Arrow Building	City Hall Maint	\$	11.99
Benton County Auditor and Treasurer	Close TIF	\$	21,159.82
East Central Energy	02/24 Utilities	\$	604.13
Energy Sales, Inc.	PW Co-Ray Vac Filters	\$	689.89
First National Bank of Omaha	02/24 CC Invoices	\$	207.24
League of MN Cities	Workers Comp Insur	\$	2,861.00
Marco	02/24 copier lease	\$	271.51
Minnesota Pollution Control Agency	Permit Fee	\$	1,450.00
MN State Fire Chiefs Assoc	2024 Membership Renewal	\$	400.00
Motorola Solutions	PD Cable Assembly Power	\$	32.00
Silt Sock TIF	Eugene Paul & Properties	\$	24,444.44
Sun Life Assurance	12/23 Life Insurance	\$	269.44
USABLE Life	02/24 Life Insurance	\$	546.50
Verizon	FD,PD,PW 1/24 Cell phone	\$	318.00

\$ 142,413.06

**To Be Paid -3/12/2024**

American Legion Auxiliary	FD Banquet	\$	1,263.96
Audio Video Extremes	CH Bulletin Board	\$	556.00
Auto Value	FD & Street supplies	\$	259.72
Benton County Attorney	01/24 & 02/24 Legal Fee's	\$	2,529.63
Benton County Highway Department	01/24 PD Fuel	\$	1,040.78
Benton County Land Services Office	2024 Assessment 2nd Payment	\$	5,660.00
Bolton & Menk	ww expan project	\$	40,946.75
Central McGowan	PD Cylinder Rental	\$	14.12
Cintas	Uniforms	\$	467.58
Cloudnet	03/24 Server Fee	\$	10.00
Coborns	City Hall Supplies	\$	47.05
Cross Center	2024 Annual Contribution	\$	500.00
Further	02/24 H S A admin fee & H S A Employee Contribution	\$	730.35
Galls	PD Uniforms	\$	396.03
Gopher State One Call	02/24 Email tickets	\$	8.10
Granite Electronics	PD repair to RF Board	\$	35.00
Handy Man's Hardware	Well supplies	\$	5.49
Hawkins	Well# 5	\$	2,763.13
Health Partners Group Health	Non-Patient EAP	\$	21.00
HealthPartners	03/24 Employee Health Insurance	\$	18,019.52
Iron Valley Equipment	Tiger Mower Bearing	\$	650.00
Jason Studenski	FD -Reimburse Lodging for MSFCA	\$	376.64
K&K Tire & Auto	2019 PD Chev Tahoe Oil change/Battery	\$	415.37
League of MN Cities	Training	\$	35.00
Macqueen Equipment	FD 4-Gas Monitor Repair, Cleaning supplies	\$	1,117.27
Midco Communications	02/24 Phone & Internet Service	\$	974.17
Midland Armory	PD gas rings	\$	6.00
MN Department of Health	2024 1st QRT Connection Fee	\$	2,201.00
MN Department of Revenue	01/24 Sales & Use Tax	\$	386.00
New Frontier Services	Website Services	\$	475.00
Preferred Controls Corp	SCADA Systems	\$	172.00
RevTrak, Inc	02/24 CC fee's	\$	2,188.22
Rice Lake Construction	Well # 4 Dip	\$	1,680.00
Rinke Noonan	General Legal/Franchise Agreement/Henry Billable JPB Varirance	\$	3,185.00
Riteway Business Forms	Utility billing paper	\$	520.61
RMB Environmental Lab	Water Analysis	\$	453.53
Shift Technologies, Inc.	01/24 Antispam, 02& 03/24 Antivirus	\$	164.25
Short Elliott Hendrickson	2025 Improvements/Water Treatment Plan/Southside/VW Pouch	\$	10,407.50
Staples	Office Supplies & Key Board /PW printer Ink	\$	209.08
Star Publications	2024 Benton County News subscription	\$	45.00
Star Publications	02/24 Publishing Org 477 # Zoning Ordinance	\$	57.92
Summit	Fire Extinguisher - Annual Inspection	\$	1,316.55
Todd Foreman	FD- Reimburse Lodging for MSFCA	\$	376.64
Wex Bank	01/24 Fuel FD & PW	\$	1,599.54
Arrow Building Center	Shop supplies - Plywood	\$	71.23
Gilman Coop Creamry	PW Fuel	\$	64.75
MN State Fire Chief's Assoc	FOTOS - Janson	\$	235.00
MN State Fire Depart Assoc	22 FF Subscriptions	\$	154.00
Foley Hardware	PW tress,water,parkvac truck maint	\$	547.51

\$ 247,772.05

**Additional To Be Paid - 3/12/2024**

\$ 247,772.05

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

ORDINANCE NUMBER 478

AN ORDINANCE AMENDING THE CITY OF FOLEY'S ZONING ORDINANCE  
RELATING TO DEFINITIONS, SIGNS, LOT SIZE, GREENSPACE

**WHEREAS**, the City of Foley wishes to amend its Zoning Ordinance by making revisions to Sections 4, 8, 13 and 14 of the Zoning Ordinance; and

**WHEREAS**, the City of Foley issued a public hearing notice regarding this ordinance amendment and said public hearing was held on March 12, 2024.

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

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

The zoning ordinance shall be revised with insertions depicted with underline:

**Accessory Dwelling Unit (ADU).** A dwelling unit that is secondary to a principal one-family dwelling, within or attached to the one-family dwelling or in a detached accessory building on the same zoning lot. All ADUs must meet the requirements of the Minnesota State Building Code. ADUs are allowed only in R-1 zoning districts and must comply with all accessory building requirements including setbacks, location, floor-area ratio, etc. Connection to city water and sewer services is also required and a maximum of one (1) ADU unit is allowed per lot.

**Shipping Container.** A six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials. The maximum dimensions allowed are twenty feet (20') in length by eight feet (8') in width by eight feet (8') in height. Shipping containers do not include similar structures such as railroad cars, recreational vehicles, bus bodies, semi-trailers, and similar prefabricated items. Shipping containers are prohibited in all residential zoning districts except when used on a temporary basis not to exceed six (6) months. A one-time extension may be allowed at the discretion of the zoning administrator. Shipping containers are allowed in commercial and industrial districts when used for storage purposes only. Shipping containers must comply with all accessory building zoning regulations including setbacks, location, floor-area ratio, etc. A maximum of one (1) shipping container per lot is allowed.

**Section 2.** The following additions shall be made to Section 8 of the City of Foley's Zoning Ordinance:

The zoning ordinance shall be revised with insertions depicted with underline:

**Subdivision 7: EXEMPTIONS FROM SIGN PERMIT.**

The following signs shall not require either a sign permit or a temporary sign permit. However, all signs, except governmental or public signs, must comply with the provisions of this ordinance or any other law or ordinance regulating the sign, including size, area and location restrictions of the sign and the lot. A sign erected or placed pursuant to this subdivision which is not in compliance may be removed by the City without advance notice.

5. Governmental signs, including but not limited to, traffic control and other regulatory purpose signs, street signs, informational signs, danger signs, and railroad crossing signs. Governmental signs must provide a site plan with proposed installation to be approved by the Zoning Administrator prior to any installation.

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

The zoning ordinance shall be revised with insertions depicted with underline:

**Subdivision 5: LOT, YARD, AREA AND HEIGHT REQUIREMENTS**

1. Lot Area.
  - A. Single Family Dwelling. Lot area for lots with a single-family dwelling must be at least 8,000 square feet.
  - B. Two-family Dwelling. Lot area for lots with a two-family dwelling must be at least 11,000 square feet.
  - C. All lots must comply with floor-area ratio requirements.
2. Lot Width. Lot width must be at least eighty (80) feet at the established building line.
3. Lot Depth. Lot depth must be at least one hundred (100) feet.
4. Setbacks.
  - A. Front Yard Setback. The front yard setback for all structures must be at least thirty (30) feet.

B. Side Yard Setback.

1. Single and Two Family Structures. The side yard setback must be at least five (5) feet, except that the side yard setback on corner lots must be at least thirty (30) feet.
2. Multi-family and Other Uses. Multi-family and other uses, if approved, must have a side yard setback of at least ten (10) feet.
3. Accessory Buildings. Accessory Buildings must have a side yard setback of at least five (5) feet.

C. Rear Yard Setback.

1. Principal Structures. Principal structures must have a rear yard setback of at least thirty five (35) feet.
2. Accessory Buildings. Accessory Buildings must have a rear yard setback of at least five (5) feet.
3. Garages Facing Rear Lot Line. Garages with vehicle entrances facing the rear lot line must have a rear yard setback of at least twenty (20) feet.

D. Existing Lots. Notwithstanding anything in this Section apparently to the contrary, for Lots platted before this Ordinance's effective date, the setbacks will be as follows:

1. Front Yard = 20 feet
2. Side Yard = 5 feet

2. Building Height.

- A. Single and Two Family Dwellings. Single-family and two-family dwellings may not exceed thirty five (35) feet in height.

- B. Other Principal Buildings. Principal buildings other than single and two family dwellings may not exceed forty (40) in height.
  - C. Accessory Buildings. Accessory Buildings may not exceed eighteen (18-25) feet in height (depending on lot size -refer to Subdivision 3 – Private Garages). Accessory Dwelling Units as defined in Section 4 are allowed to be thirty-five (35) feet in height but no taller than the principal structure.
- 3. Floor-area-ratio. The floor-area-ratio for single and two family dwellings may not exceed .30, which means not more than 30% of the lot area may be used for floor areas of all buildings on the lot. The floor-area-ratio for all other uses may not exceed .40, which means not more than 40% of the lot area may be used for floor areas of all buildings on the lot.
  - 4. Green Space. For buildings containing three (3) or more dwelling units there must be a minimum of two hundred (200) square feet of contiguous and useable green space per dwelling unit. Setback areas may not be counted toward the required green space.
  - 5. Exterior Finish. Corrugated sheet metal siding shall not be permitted.

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

The zoning ordinance shall be revised with insertions depicted with underline:

#### **Subdivision 5: LOT, YARD, AREA AND HEIGHT REQUIREMENTS**

##### **1. Lot Area.**

- A. Single Family Dwelling. Lot area for lots with a single-family dwelling must be at least 8,000 square feet.
- B. Two-family Dwelling. Lot area for lots with a two-family dwelling must be at least 11,000 square feet.
- C. Three-family Dwelling or more. Lot area for lots with a three-family Dwelling or more must be at least 15,000 square feet for the first 3 units and an additional 1,200 square feet for each unit after three (3).

D. All lots must comply with floor-area ratio requirements.

2. Lot Width. Lot width must be at least eighty (80) feet at the established building line.

3. Lot Depth. Lot depth must be at least one hundred (100) feet.

4. Setbacks.

A. Front Yard Setback. The front yard setback for all structures must be at least thirty (30) feet.

B. Side Yard Setback.

1. Single and Two Family Structures. The side yard setback must be at least five (5) feet, except that the side yard setback on corner lots must be at least thirty (30) feet.

2. Multi-family and Other Uses. Multi-family and other uses, if approved, must have a side yard setback of at least ten (10) feet.

3. Accessory Buildings. Accessory Buildings must have a side yard setback of at least five (5) feet.

C. Rear Yard Setback.

1. Principal Structures. Principal structures must have a rear yard setback of at least thirty five (35) feet.

2. Accessory Buildings. Accessory Buildings must have a rear yard setback of at least five (5) feet.

3. Garages Facing Rear Lot Line. Garages with vehicle entrances facing the rear lot line must have a rear yard setback of at least twenty (20) feet.

D. Existing Lots. Notwithstanding anything in this Section apparently to the contrary, for Lots platted before this Ordinance's effective date, the setbacks will be as follows:



1. Front Yard = 20 feet
2. Side Yard = 5 feet

5. Building Height.

- A. Single and Two Family Dwellings. Single-family and two-family dwellings may not exceed thirty-five (35) feet in height.
  - B. Other Principal Buildings. Principal buildings other than single and two family dwellings may not exceed forty-five (45) feet in height.
  - C. Accessory Buildings. Accessory Buildings may not exceed eighteen (18-25) feet in height depending on lot size. (This is to match accessory building code changes made prior).
6. Floor-area-ratio. The floor-area-ratio for single and two family dwellings may not exceed .30, which means not more than 30% of the lot area may be used for floor areas of all buildings on the lot. The floor-area-ratio for all other uses may not exceed .40, which means not more than 40% of the lot area may be used for floor areas of all buildings on the lot.
7. Green Space. For buildings containing three (3) or more dwelling units there must be a minimum of two hundred (200) square feet of contiguous and useable green space per dwelling unit. Setback areas may not be counted toward the required green space.
8. Exterior Finish. Corrugated sheet metal siding shall not be permitted.

**Section 3.      Summary Publication.**

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

“AN ORDINANCE AMENDING THE CITY OF FOLEY’S ZONING ORDINANCE  
RELATING TO DEFINITIONS, SIGNS, LOT SIZE, GREENSPACE”

The ordinance amendment incorporates definitions for shipping containers and accessory dwelling units and also makes changes to signs, lot size and greenspace requirements.

Approved this 12<sup>th</sup> day of March, 2024.

**ATTEST:**

\_\_\_\_\_  
Jack M. Brosh, Mayor

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

## **REFUSE COLLECTION SERVICE AGREEMENT**

This Agreement between the City of Foley, a Minnesota municipal corporation (the "City") and Allied Waste Services of North America, LLC, a Delaware limited liability company doing business as Republic Services of Sauk Rapids (the "Contractor") is made July 1, 2019 ("Effective Date"). The collection of refuse under this Agreement shall be managed and disposed of in accordance with the Benton County Solid Waste Ordinance #162, as may be amended, and the Tri-County Solid Waste Management Plan.

### **RECITALS**

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

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

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

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

### **AGREEMENT**

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

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

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

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

Waste Management Commission or by resolution of the Benton County Board or any other regulated waste.

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

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

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

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

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

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

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

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

2. **Term.** The term of this Agreement shall be from the Effective Date, to June 30, 2024. Actual collection service shall begin on July 1, 2019 and run through June 30, 2024.
3. **Extension.** The parties may mutually extend this Agreement for five additional years beginning July 1, 2024. To extend this Agreement, the parties shall both execute an extension document by April 1, 2024.
4. **Incorporation of RFP Response from Contractor.** In addition to the terms of this Agreement, the City has relied on the representations from the Contractor's RFP

Response. Contractor's RFP Response is part of the contractual obligations and are hereby incorporated into this Agreement. In the event that any representation by Contractor in the RFP Response conflicts with any term of this Agreement, this Agreement shall control and take precedent.

5. **Household Count.** The approximate number of Households/Residential Units as of the Effective Date is 652. The City will provide Contractor with a report of addresses for all Households in the City upon request. The City shall provide Contractor with updates to the Household addresses upon request.
6. **Commercial Unit Count.** The approximate number of Commercial Units as of the Effective Date is 77. The City will provide Contractor with a report of addresses for all Commercial Units in the City upon request. The City shall provide Contractor with updates to the commercial addresses upon request.
7. **Refuse Collection Service.** In providing said service Contractor shall:
  - (a) **Refuse Containers.** Contractor shall collect Acceptable Waste at least weekly of all Households and Commercial Units in the City of Foley that are placed in containers provided by Contractor and approved by the City.
  - (b) **Recycling Containers.** Contractor shall collect Recyclables once every other week in single-sort containers at least 60 gallons in size or larger provided by Contractor and approved by the City Council. Recyclable collection shall occur on the same day as refuse collection.
  - (c) **Handling of Prohibited Waste.** If Contractor determines that a Household or Commercial Unit has set out Prohibited Waste, Contractor shall:
    - i. Leave the prohibited waste in the Household's refuse container and leave a "Prohibited Waste" tag.
    - ii. Record the address and the prohibited waste.
  - (d) **Collection Vehicles.** Contractor shall use an enclosed truck for Acceptable Waste and Recyclable pick-up service. Each vehicle shall be:
    - i. Conspicuously marked with the name and website of Contractor on both sides of the vehicle.
    - ii. Equipped with a fire extinguisher, back up alarms, first aid kit, and broom and shovel for cleaning up spillage.
    - iii. Licensed, inspected, and operated in accordance with all State and local laws and regulations.
    - iv. Maintained in proper working order free of leaking fluids and in as cleanly and odor free condition as possible.
  - (e) **Contractor Personnel.** Contractor shall ensure that its personnel providing service under this Agreement:
    - i. Wear a uniform with a name tag or identification.
    - ii. Conduct themselves in a courteous and professional manner.
    - iii. Operate collection vehicles in a safe, alert manner free from the distractions of hand-held electronic devices as required by state law, and free from the influence of drugs or alcohol.

- (f) Disposal by Contractor. Dispose of all Acceptable Waste and Recyclables at facilities where the Contractor can legally dispose of at Contractor's expense. Collection vehicles shall be weighed after completion of a route or at the end of the day, whichever occurs first. Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net wet weight. A copy of each weight slip shall be kept on file for the term of this Agreement and shall be made available for inspection upon request by the City.
- (g) Collection Day. Collect all Acceptable Waste once weekly on Mondays.
- (h) Holidays. If the regular collection date falls on a holiday, the Contractor may collect all Acceptable Waste and Recyclables on the next day. The Contractor shall, at its expense, notify the City and residents of changes in collection dates resulting from a holiday, at the beginning of every year.
- (i) Collection Times. Contractor shall not begin collections before 6:00 a.m. and shall complete collection by 6:00 p.m. For good cause, Contractor may request an exception for a specific collection day from the Public Works Director by phone or email.
- (j) Lost and Damaged Containers. Contractor will be allowed to bill residents or businesses directly for carts or dumpsters damaged by the resident or business or carts taken without the consent of Contractor or the City. The City is not responsible for any of these costs.
- (k) Missed Collections. The Contractor shall be responsible for missed collections. If Contractor receives notice of the missed collection before noon, the missed collection shall be picked up on the same day. If Contractor receives notice after 12 p.m., Contractor shall pick up the missed collection no later than the next day. If the refuse container was not in place for collection at the time Contractor provided service, it is not a "missed collection."
- (l) Cleanup of Spilled Material. Contractor shall make its best efforts to avoid and control spillage or blowing refuse. Contractor shall immediately cleanup any refuse spilled or blown from collection vehicles during the course of collection operations.
- (m) Construction Dumpsters. This agreement does not include disposal of construction debris by dumpster. Each household/commercial unit may contact any contractor for this type of disposal service.
- (n) Title to Waste. Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for Prohibited Waste shall at no time pass to Contractor or the City, except any prohibited waste collected from the City shall remain its responsibility.
- (o) Right to Refuse or Reject Prohibited Waste. If Prohibited Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire waste container that contains the Prohibited Waste. In the event Prohibited Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Prohibited Waste at a facility authorized to accept such Prohibited Waste in accordance with Applicable Law and charge the depositor or generator of such Prohibited Waste for all direct and indirect costs incurred due to the removal,

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

8. **Commercial Service Costs.** The cost for commercial refuse and recycle service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for waste collection.
- (a) **Refuse and Recycle Fee.** All Commercial Units shall pay a fee for the Acceptable Waste collection based on the container size ("Commercial Refuse Fee"). The Commercial Refuse Fee rates are as follows:
- i. The rate for 60-65 gallon containers shall be \$12.00 per month.
  - ii. The rate for 90-95 gallon containers shall be \$12.00 per month.
  - iii. The rate for 90 gallon every other week recycling shall be \$9.00 per month.
  - iv. The rate for a 1 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$41.22 per month.
    - 2) Two Pickups/Week: \$82.43 per month.
    - 3) Three Pickup/Week: \$123.65 per month.
  - v. The rate for a 1.5 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: N/A per month.
    - 2) Two Pickups/Week: N/A per month.
    - 3) Three Pickup/Week: N/A per month.
  - vi. The rate for a 2 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$64.40 per month.
    - 2) Two Pickups/Week: \$115.95 per month.
    - 3) Three Pickup/Week: \$193.20 per month.
  - vii. The rate for a 3 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$76.00 per month.
    - 2) Two Pickups/Week: \$140.43 per month.
    - 3) Three Pickup/Week: \$228.00 per month.
  - viii. The rate for a 4 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$87.60 per month.
    - 2) Two Pickups/Week: \$164.90 per month.
    - 3) Three Pickup/Week: \$247.30 per month.
  - ix. The rate for a 6 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$115.95 per month.
    - 2) Two Pickups/Week: \$216.40 per month.
    - 3) Three Pickup/Week: \$324.60 per month.
  - x. The rate for a 8 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$217.73 per month.
    - 2) Two Pickups/Week: \$407.05 per month.

- 3) Three Pickup/Week: \$610.55 per month.
- (b) Compactors. The rate for a 30-yard, self-contained trash compactor.
  - 1) \$132.00 per haul plus disposal at \$70.82/Ton plus ERF & FRF. Does not include rental cost.
- (c) Pass Through Costs. Contractor's fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.

9. **Residential Service Costs**. The cost for residential refuse service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for additional bags or special Acceptable Waste collection.

- (a) Refuse Fee. All Households shall pay a fee for the Acceptable Waste collection based on the container size ("Refuse Fee"). The Refuse Fee rates are as follows:
  - i. The rate for 30-35 gallon containers shall be \$12.00 per month.
  - ii. The rate for 60-65 gallon containers shall be \$12.00 per month.
  - iii. The rate for 90-95 gallon containers shall be \$12.00 per month.
  - iv. The rate for 65-90 gallon recycling every other week shall be \$3.00 per month plus \$.84 processing for a total of \$3.84. City's processing rate assumes that, on average, City's Recyclable Material consists of no more than 20% unacceptable material (the "Unacceptable Material Threshold"). This processing rate is subject to Annual Increase in Section 10.
  - v. The rate for a bag system shall be \$3.00 per unit.
- (b) Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are above the Unacceptable Material Threshold for two (2) consecutive months, Company will notify City of the issue and provide educational materials to residential and commercial customers to assist with education and outreach and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material if the Unacceptable Material Threshold continues to be surpassed.
- (c) Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may at its option and upon sixty (60) days' notice to City (i) redefine Recyclable Materials, (ii) update the City's processing fee; (iii) suspend or discontinue any or all services, or (iv) dispose of certain Recyclable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.



- (d) **Pass Through Costs.** Contractor's fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.
10. **Annual Increase.** An annual increase of 4% shall apply to commercial and residential refuse service fees on July 1<sup>st</sup> of each year.

**Annual Recycling Adjustment.** In addition to the Annual Increase, on each anniversary of the Effective Date of this Agreement, Contractor shall evaluate, and adjust if needed, the recycling processing rate based on any changes in commodity sales, processing rates and/or residual costs. The recycling processing rate over the most recent twelve-month period shall be compared to the last identified recycling processing rate to determine any change. A reduction in the recycling process rate shall result in a decreased price for the recycling services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in recycling processing rate shall result in an increased price for the recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. Should unforeseen circumstances cause at least a 20% change in Contractor's recycling processing rate, both parties agree to implement a mid-year adjustment to the recycling processing rate.

11. **Billing.** The Contractor shall bill all Households and Commercial Units for the Refuse Fee, Recycling Fee, and corresponding taxes. The Contractor shall bill all other fees and charges for additional bags, special waste collection, container exchanges, or damaged carts. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.
12. **Customer Service.** The Contractor shall provide staffing of a local telephone number to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 4:30 p.m. on all days of collection as specified in this Agreement. Phone calls to the Contractor for any reason must be answered by a "live person" rather than a recording, or roll over to an answering machine/voice mail system to leave a message. Return calls from voice mail messages must be returned within three hours during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 10:00 a.m. the next business day. Recorded messages of the Contractor shall request a day time phone number where the caller can be reached. The Contractor may also request a daytime email address for customers.

The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The telephone number shall be given to the City in writing, with a minimum of ten days' prior notice of any change. The address of this office as of the execution of the Agreement is W5118 Duck Pond Road, Sarona, WI 54870, and the telephone number is (715-549-3170). The Contractor shall also allow complaints to be made electronically and shall provide an email address or website link.

13. **Delayed Refuse Collection.** After notice to City staff, the Contractor may postpone trash collections due to severe weather or other causes outside the Contractor's reasonable control (each, an event of "Force Majeure"). Every effort shall be made by the Contractor to coordinate service postponement announcements with the City so that mixed messages are not broadcast to City residents. Upon postponement, collection will be made on the next day following the conclusion of delay-causing event. Road projects may occasionally impact Contractor's collection routes. The City and Contractor shall work together to ensure that efficient refuse collection is maintained during road projects.

14. **Special Cleanup Collections.** At no extra cost, the Contractor agrees to conduct a Fall special cleanup with special curbside collection on a date mutually agreed upon by the City and Hauler. This date will typically be held on a Saturday in October. Contractor agrees to publish for two weeks an advertisement in the official city newspaper with details of the event.

15. **Service to City Facilities.** The Contractor shall, at no extra cost to the City, supply the City of Foley the following containers and/or dumpsters:

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

16. **Public Education.** Contractor shall, at its sole cost, prepare and distribute an annual public education piece and "Prohibited Waste" tags. Contractor agrees to work with the City to provide information for the City's various communication outlets on waste education and service issues.
17. **City Inspection.** The City, at its sole cost, may, during normal business hours, inspect all Contractor's records directly relating to this Agreement, vehicles, and facilities used by Contractor to provide service under this Agreement. The City will provide reasonable advanced notice to Contractor of such inspection. Such inspection shall not be conducted more than once per year. Contractor agrees to comply with the Minnesota Government Data Practices Act regarding maintenance of data, data privacy, and data dissemination.
18. **Liability.** Nothing in this Agreement shall constitute a waiver of the City's statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Insurance secured by Contractor shall be issued by insurance companies acceptable to the City and authorized to do business in Minnesota. All

required insurance shall be in effect on the Effective Date and remain continuously in effect for the term of the Agreement. Contractor shall provide the City with evidence of insurance on an ACORD Insurance Certificate. A 30-day written notice is required if the policy is cancelled. Acceptance of the insurance by the City shall in no way affect the liability of the Contractor.


- (a) Indemnification. Contractor agrees to indemnify, defend and hold the City of Foley harmless from any and all claims, demands, damages, costs, judgments or liabilities, including reasonable attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or non-performance by the Contractor of the requirements of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Contractor shall have no obligation to indemnify, defend or hold harmless City for any such liability or claim to the extent resulting from the negligence or, willful misconduct by City or any third party.
- (b) Commercial General Liability Insurance. Contractor shall obtain and maintain commercial general liability insurance in companies satisfactory to the City, naming the City as additional insured in the sum of at least \$1,000,000 general aggregate, \$1,000,000 personal injury per occurrence, \$1,000,000 property damage per occurrence.
- (c) Commercial Automobile Liability Insurance. Contractor shall obtain and maintain commercial automobile liability insurance on all owned, leased, or operated vehicles providing service under this Agreement in the sum of at least \$1,000,000.00 per accident.
- (d) Workers Compensation Insurance. Contractor shall meet all statutory requirements for workers compensation insurance coverage.
- (e) Independent Contractor. Nothing contained in this Agreement is intended to create or establish an employer/employee relationship or a partnership between the City and Contractor. At all times Contractor shall remain an independent contractor. Any and all personnel of Contractor shall be considered employees or subcontractors of the Contractor and not the City.

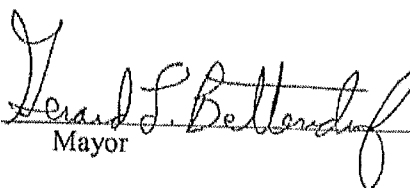
19. Default. Either party may declare a default if the other party has failed to comply with the material terms of this Agreement, by providing the defaulting party with thirty (30) days written notice of the specific default. The defaulting party shall have 30 days to cure such default after receipt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

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

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

CITY OF FOLEY

  
Its General Manager

  
Mayor

Attest:

  
City Administrator

# Foley Service Levels & Pricing

## 4% Annual PI

Commercial Service	2019	2020	2021	2022	2023	2023
65 gallon trash	\$ 12.00	\$ 12.48	\$ 12.98	\$ 13.50	14.04	\$ 14.04
95 gallon trash	\$ 12.00	\$ 12.48	\$ 12.98	\$ 13.50	14.04	\$ 14.04
90 gallon recycle	\$ 9.00	\$ 9.36	\$ 9.73	\$ 10.12	10.5248	\$ 10.52
Cart RPC	\$ -	\$ -	\$ 0.88	\$ 0.91	0.9464	\$ 0.95
Dumpster RPC	\$ -	\$ -	\$ 6.70	\$ 6.97	7.2488	\$ 7.25
<b>1 yard dumpster</b>						
1x/week	\$ 41.22	\$ 42.87	\$ 44.58	\$ 46.36	48.2144	\$ 48.21
2x/week	\$ 82.43	\$ 85.73	\$ 89.16	\$ 92.73	96.4392	\$ 96.44
3x/week	\$ 123.65	\$ 128.60	\$ 133.74	\$ 139.09	144.6536	\$ 144.65
<b>2 yard dumpster</b>						
1x/week	\$ 64.40	\$ 66.98	\$ 69.66	\$ 72.45	75.348	\$ 75.35
2x/week	\$ 115.95	\$ 120.59	\$ 125.41	\$ 130.43	135.6472	\$ 135.65
3x/week	\$ 193.20	\$ 200.93	\$ 208.97	\$ 217.33	226.0232	\$ 226.02
<b>3 yard dumpster</b>						
1x/week	\$ 76.00	\$ 79.04	\$ 82.20	\$ 85.49	88.9096	\$ 88.91
2x/week	\$ 140.43	\$ 146.05	\$ 151.89	\$ 157.97	164.2888	\$ 164.29
3x/week	\$ 228.00	\$ 237.12	\$ 246.60	\$ 256.46	266.7184	\$ 266.72
<b>4 yard dumpster</b>						
1x/week	\$ 87.60	\$ 91.10	\$ 94.75	\$ 98.54	102.4816	\$ 102.48
2x/week	\$ 164.90	\$ 171.50	\$ 178.36	\$ 185.49	192.9096	\$ 192.91
3x/week	\$ 247.30	\$ 257.19	\$ 267.48	\$ 278.18	289.3072	\$ 289.31
<b>6 yard dumpster</b>						
1x/week	\$ 115.95	\$ 120.59	\$ 125.41	\$ 130.43	135.6472	\$ 135.65
2x/week	\$ 216.40	\$ 225.06	\$ 234.06	\$ 243.42	253.1568	\$ 253.16
3x/week	\$ 324.60	\$ 337.58	\$ 351.09	\$ 365.13	379.7352	\$ 379.74
<b>8 yard dumpster</b>						
1x/week	\$ 217.73	\$ 226.44	\$ 235.50	\$ 244.92	254.7168	\$ 254.72
2x/week	\$ 407.05	\$ 423.33	\$ 440.27	\$ 457.88	476.1952	\$ 476.20
3x/week	\$ 610.55	\$ 634.97	\$ 660.37	\$ 686.78	714.2512	\$ 714.25
<b>Compactor</b>						
Haul rate	\$ 132.00	\$ 137.28	\$ 142.77	\$ 148.48	154.4192	\$ 154.42
Disposal	\$ 70.82	\$ 73.65	\$ 76.60	\$ 79.66	82.8464	\$ 82.85

EXTRA (non-scheduled pickup  
per customer's request)

\$3.90  
\$3.90  
\$2.92

\$13.39  
\$26.77  
\$40.15

\$20.91  
\$37.65  
\$62.74

\$24.68  
\$45.60  
\$74.04

\$28.45  
\$53.55  
\$80.30

\$37.65  
\$70.27  
\$105.41

\$70.70  
\$132.19  
\$198.26

\$42.86

Residential Service	2019	2020	2021	2022	2023	2023
35 gallon trash	\$ 12.00	\$ 12.48	\$ 12.98	\$ 13.50	14.04	\$14.04
65 gallon trash	\$ 12.00	\$ 12.48	\$ 12.98	\$ 13.50	14.04	\$14.04
95 gallon trash	\$ 12.00	\$ 12.48	\$ 12.98	\$ 13.50	14.04	\$14.04
Recycle service	\$ 3.00	\$ 3.12	\$ 3.24	\$ 3.37	3.5048	\$3.50
RPC	\$ 0.84	\$ 1.25	\$ 0.88	\$ 0.91	0.9464	\$0.95



# Foley Police Department

## Calls for Service - 2024

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	10	31											
Equipment Vio.	56	43											
Speed	19	22											
DWI/DUI	2	0											
DAR/S/C	3	6											
# Citations Issued	*7	*8											
Accidents	0	2											
Hit and Run	1	3											
Gas Drive Offs	4	1											
Thefts	7	5											
Child	12	14											
Controlled Substance	0	1											
Suspicious Activity	36	41											
Burglaries/Robbery	1	0											
Medicals/Welfare	26	32											
Assaults/Domestics	7	8											
Harassment	7	6											
CDP/Vandalism	1	0											
Animal Complaints	10	12											
City Ordinance	3	1											
Parking Tickets	14	22											
Disturbing the Peace	11	19											
Gun Permits	5	6											
Warrant Arrests	0	1											
Civil	6	1											
Lockout	4	0											
Assist other Agencies	26	21											
Special Events	1	3											
Misc.	92	77											
TZD Hours	0 Hours	5 HRS											
Total:	364	378											

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

Section 735 – Crime Free Rental Housing Program Certification

Section 735:01.     Background.     The Crime Free Rental Housing Program (Program) is a certification program for rental properties of all sizes, including single-family rental homes and multi-housing buildings. The Program is based on the program developed by the International Crime Free Association (ICFA) and is administered by the Benton County Sheriff's Department.

Section 735:02.     Findings.     The City Council finds that preventing crime in rental properties requires additional training, inspections and enforcement that is unique to rental properties, and different than crime prevention in commercial and industrial properties. The City Council further finds that Crime Free Housing has been demonstrated to have been successful in preventing criminal activity in rental housing.

Section 735:03.     Definitions.     The meanings provided in Section 730 shall apply to words and phrases used in this section.

Section 735:04.     Certification.     At least one operator of each rental property shall obtain Program certification by participating in a Program administered by the Benton County Sheriff's Office, or by participating in a Program administered by any other Minnesota law enforcement agency certified by the ICFA and approved by the City Council.

Section 735:05.     Program Specifications.     Any Program, whether administered by Benton County Sheriff's Office or another law enforcement agency shall include the following:

- A.     Attendance at and successful completion of a management training component which shall require demonstration of an understanding of each of the following subject matter:
  - 1.     The Program and Ordinance;
  - 2.     Rental applications and housing discrimination;
  - 3.     Screening and background checks;
  - 4.     Lease and lease addendums;
  - 5.     Unlawful detainer and eviction;
  - 6.     Manager/Owner policies and roles;
  - 7.     Data privacy;
  - 8.     Narcotics and gangs;
  - 9.     Section 8 housing;
  - 10.    Rental licensing,

- B. Compliance with environmental crime prevention requirements for all rental properties operated by that owner or property manager. Compliance shall be indicated by completion of the following requirements:
  - 1. Single cylinder deadbolt locks installed in each entry door for each dwelling unit;
  - 2. High security strike plate with 3-inch screws installed on each entry door for each dwelling unit;
  - 3. Door viewer - 180 degree peephole installed in primary entry door for each dwelling unit;
  - 4. Anti-lift/slide device installed on all windows and sliding glass doors;
  - 5. Security lighting adequate to illuminate exterior grounds;
  - 6. Landscaping in a manner that provides for visual sight lines;
  - 7. Visible address numbering installed;
  - 8. Compliance with all Fire Code and Building Code requirements.
- C. At least once every 12 months, the operator shall make available, in cooperation with the Benton County Sheriff's Office, training for tenants in respect to the following subject areas.
  - 1. The Program together with the concept of partnerships and sharing responsibilities;
  - 2. Crime concerns and prevention awareness techniques;
  - 3. Application of Neighborhood Watch program/principles.
- D. Include, implement, and enforce, as part of all written leases, the Lease addendum for Crime-Free/Drug-Free Housing provided by the City.
- E. Include, implement, and enforce, as part of all written leases, the Lease addendum for Crime-Free/Drug-Free Housing provided by the City.
- F. Attend annual retraining sessions and maintain compliance with all Program components.
- G. Non-owner operators who add additional properties for which they are responsible following the successful completion of the Program must bring those properties into compliance within one year from the date of acquisition or assumption of management responsibilities.

Section 735:06.     Decertification.     Operators who do not maintain compliance with the certification requirements will lose their certification

- A. Prior to decertification, an operator shall appear before the City Council to review compliance with the Program requirements. If the City Council finds the operator has not maintained compliance with the certification requirements, the City Council may either (1) decertify the owner or property manager, or (2) order full compliance within no more than ninety (90) days.



- B. An operator who is decertified shall not be eligible to reapply for Program certification for a period of two (2) years following the date of decertification. This prohibition may be waived by the City Council after finding extenuating circumstances related to the decertification and a likelihood that the operator will remain certified as required by Section 730.

Section 735:07. Fees. Fees for participation in this Program shall be determined by the City Council by resolution, as amended from time to time.



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## **Xcel Energy plans electric system upgrade for Foley**

*Outage will take place on March 16 to replace distribution line*

**MINNEAPOLIS** (March 5, 2024) – Xcel Energy is notifying customers in Foley of a planned power outage on Saturday, March 16 so crews can upgrade a distribution line that serves about 2,000 customers in the city. The work will improve reliability of electric service in the area.

The outage is scheduled to start at 7 a.m. Saturday and is expected to end around 10 a.m. Before the outage, Xcel Energy will make automated phone calls to affected customers who have provided a current phone number in [My Account](#). The company has notified local businesses and is working closely with city officials.

"Providing reliable service for our customers is our top priority. After a recent outage in Foley caused by the existing wire, we told the community we'd look into the root cause. Replacing this wire will best ensure reliability in the area," said Scott Johnson, community relations manager for Xcel Energy. "We know losing power is inconvenient for our customers, so we've scheduled this work on a Saturday morning to minimize the impact. Our crews will safely make the repair and restore power to the community."

The section of the distribution line due for upgrades is in Sauk Rapids. Xcel Energy expects minimal impact to traffic in Sauk Rapids while crews are working.

Ahead of the planned outage, Xcel Energy encourages customers to:

- Turn off computers and remember to reset alarm systems or other equipment sensitive to a power outage or electrical surges.
- Plan for batteries and other alternatives to meet their needs when the power goes out. Keep mobile phones and other electric equipment charged.
- Keep freezers and refrigerators closed.
- Remember that garage door openers, sump pumps and other equipment will not work during the outage if they operate only on electricity.
- Call Xcel Energy at 1-800-975-7327 if anyone in the affected buildings has a significant medical condition and may face undue hardship from this power outage.

For additional tips about how to prepare for an outage, visit the [Outages & Safety](#) page.

###

### **About Xcel Energy**

Xcel Energy (NASDAQ: XEL) provides the energy that powers millions of homes and businesses across eight Western and Midwestern states. Headquartered in Minneapolis, the company is an industry leader in responsibly reducing carbon emissions and producing and delivering clean energy solutions from a variety of renewable sources at competitive prices. For more information, visit [xcelenergy.com](http://xcelenergy.com) or follow us on X, formerly known as Twitter, and Facebook.



Benton County Board of Commissioners

Resolution # \_\_\_\_\_

**"A Resolution Committing State and Local Fiscal Recovery Funds to  
Cities in Benton County"**

**WHEREAS**, in an effort to mitigate the economic distress and disparities in access to necessary services caused or exacerbated by COVID-19, Congress passed the American Rescue Plan Act (ARPA) and the State and Local Fiscal Recovery Funds (SLFRF) to provide funding to States and local governments to aid in the recovery from the pandemic; and

**WHEREAS**, guidance issued by the federal government provides that ARPA/SLFRF funding is intended to cover a variety of eligible uses incurred by local governments in responding to and mitigating the effects of COVID-19; and

**WHEREAS**, ARPA/SLFRF funding may be provided to subrecipients or beneficiaries for eligible uses identified in the corresponding federal law and regulations; and

**WHEREAS**, such eligible uses include water and sewer infrastructure and certain qualified housing project; and

**WHEREAS**, cities wholly or partially within Benton County have proposed to utilize ARPA/SLFRF funding for various qualified projects, to include water, wastewater and housing; and

**WHEREAS**, the County Board has reviewed the proposals and concurs that the proposed uses are within the requirements set forth in the federal ARPA/SLFRF law.

**NOW, THEREFORE, BE IT RESOLVED**, the Benton County Board of Commissioners hereby commits ARPA/SLFRF funds to the following projects:

Jurisdiction	Project Description	Amount Committed
City of Rice	New city well	\$300,000
City of St. Cloud	Low income apartment rehabilitation	\$100,000
City of Sartell	Former paper mill site water and sewer infrastructure	\$450,000
City of Foley	Residential housing development water and sewer infrastructure	\$500,000
City of Gilman	Municipal sewer system replacement	\$400,000 (includes \$176,000 previously committed)
<b>Total</b>		<b>\$1,750,000</b>

**BE IT FURTHER RESOLVED** the County Administrator is directed to prepare for County Board consideration agreements with each City to reflect the above referenced projects and amounts committed; and

**BE IT FURTHER RESOLVED** such agreements must be fully executed by all parties no later than December 31, 2024; and

**BE IT FURTHER RESOLVED** that ARPA/SLFRF funding must be expended no later than December 31, 2026 and that Benton County shall reserve the right to terminate agreements with cities that are unable to expend ARPA/SLFRF funding by December 31, 2026 and re-obligate funding to other eligible projects.

Adopted this 5<sup>th</sup> day of March 2024.

---

Jared Gapinski  
Chair, Benton County Commissioners

Attest:

---

Montgomery Headley  
County Administrator

**Benton County  
American Rescue Plan and State and Local  
Fiscal Recovery Funds Grant Agreement**

This American Rescue Plan State and Local Fiscal Recovery Funds Grant Agreement (the "Grant Agreement") is made and entered into this \_\_\_\_\_ (the "Effective Date") by and between the County of Benton, a political subdivision of the State of Minnesota (the "County"), 531 Dewey Street, Minnesota 56329, and City of Foley, Minnesota, 251 4<sup>th</sup> Avenue North, Foley, MN 56329 (the "Grantee").

**WHEREAS**, in an effort to mitigate the economic distress and disparities in access to necessary services caused or exacerbated by COVID-19, Congress passed the American Rescue Plan Act (ARPA) and the State and Local Fiscal Recovery Funds (SLFRF) to provide funding to States and local governments to aid in the recovery from the pandemic.

**WHEREAS**, guidance issued by the federal government provides that ARPA/SLFRF funding is intended to cover a variety of eligible uses incurred by local governments in responding to and mitigating the effects of COVID-19;

**WHEREAS**, ARPA/SLFRF funding may be provided to subrecipients or beneficiaries for eligible uses identified in the corresponding federal law and regulations.

**WHEREAS**, pursuant to the ARPA/SLFRF funding, grant recipients must comply with certain terms and condition to ensure that water and sewer infrastructure projects that receive assistance from the grant Program.

**WHEREAS**, the Grant Program also requires grant recipients who are subrecipients to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards as provided in 2 C.F.R. Part 200 (the "Uniform Requirements").

**WHEREAS**, Grantee has applied for a grant award for an infrastructure project (the "Grant Application") and has been selected by the County for grant funding, subject to compliance with the Grant Program and this Grant Agreement.

**WHEREAS**, the County has determined that Grantee is an eligible subrecipient of federal ARPA/SLFRF funds the grant of funds is considered a "subaward" of federal ARPA/SLFRF funds, and the County accordingly intends to adopt those portions of the Uniform Requirements applicable to beneficiaries and subawards as appropriate for the Grant provided herein.

**WHEREAS**, certain information required by the Uniform Requirements to be included as part of the grant funding are provided on **Exhibit A** attached to this Agreement.

**NOW THEREFORE**, The County and Grantee agree as follows:

## **1. TERM AND AMOUNT OF GRANT.**

1.1 Effective Date and Term. This Grant Agreement shall be effective as of the Effective Date and shall expire upon acceptance of the water and sewer improvements by the City, or when all obligations have been fulfilled to the satisfaction of the County, whichever occurs first, unless earlier terminated pursuant to this Grant Agreement.

1.2 Grant Amount. The total amount of the Grant is \$500,000 (the "Grant Funds"). In no event shall the County be obligated to reimbursement Grantee for eligible expenses that exceed the amount of the Grant Funds nor shall the County be obliged to make payments pursuant to this Grant Agreement from funds other than those received by the County from the federal award identified on **Exhibit B**.

## **2. GRANTEE'S DUTIES AND RESPONSIBILITIES.**

2.1 Description of Eligible Use. Grantee will proceed with the sewer and water infrastructure project pursuant to 31 C.F.R. §35.6 (e)(1)(i) and (v) as stated in the Grant Application, attached as **Exhibit C** (the "Grant Project").

2.2 Contract Provisions and Payment of Contractors. Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Grantee shall require that the beneficiary of any subaward shall ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed. Grantee shall require that the beneficiary of any subaward shall pay minimum State wages and will strive to pay minimum wages at or above the County's minimum livable wage standards for labor used in the installation of the project infrastructure. For purposes of this requirement, the minimum wage standards shall be an hourly wage at or above the living wage established by MIT for Benton County (available at: <https://livingwage.mit.edu/counties/27141>). The County's grant program administrator shall, in consultation with Grantee, determine the appropriate living wage level(s) for the Grant Project and will notify Grantee of such determination in writing.

2.3 Time for Completion. Grantee shall complete the Grant Project within the time frames specified on **Exhibit C**.

2.4 Compliance with Grant Agreement and Applicable Laws. Grantee shall fully comply with the terms of this Grant Agreement and the Grant Program. Grantee acknowledges that the Grant Funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards as provided in 2 C.F.R. Part 200 and shall fully comply with the Special Conditions attached hereto as **Exhibit B**.

2.5 After commencement of the project, Grantee will provide the following data:

a. National Pollution Discharge Elimination System (NPDES) Permit Number

b. Public Water System (PWS) ID Number

c. Median Household Income of service area

d. Lowest Quintile Income of the service area

**3. GRANTEE'S CERTIFICATIONS.**

Grantee makes the following representations and certifications and understands that its representations and certification in this Grant Agreement and the Grant Application are material requirements of the Grant award:

- (a) Grantee has the full right and power to enter into and perform this Grant Agreement.
- (b) Grantee has secured all necessary funds to complete the Grant Project.
- (d) With the exception of the contributing grant funds from the City of Foley as referenced in section 4.4 of this Grant Agreement, Grantee has not and will not receive any other award of state or federal funds in connection with the Grant Project.

**4. PROJECT BUDGET AND PAYMENT OF GRANT FUNDS.**

4.1 Budget. Grantee shall complete the Grant Project in accordance with the Grant Project budget attached as **Exhibit D** (the "Budget"). The Budget does not include an allocation of Grant Funds for reimbursement for any indirect costs. Any amendments to the Budget must be approved in writing by both the County and the Grantee. The total estimated amount of the Grant Project is \$500,000. All costs and expenses exceeding the amount of the Grant Funds shall be the responsibility of the Grantee.

4.2 Payment of Funds. The County agrees to reimburse Grantee for costs actually incurred and paid or to be incurred or paid by Grantee in accordance with the Budget, in an amount not to exceed the total amount of the Grant Funds. Requests for payment must be accompanied by documentation from the Grantee demonstrating that all procurements for which payment is requested have been or will be made in accordance with this Grant Agreement, along with any other information and documentation requested by the County to ensure compliance with this Grant Agreement. Payment will be made upon submission by Grantee of a properly executed request for payment, along with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment.

4.3 Limitations on Expenditures. Grantee shall not be reimbursed or otherwise compensated for any expenditures incurred prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. The County shall only reimburse Grantee for documented expenses incurred and expended in accordance with all applicable requirements for the expenditure of funds payable under this Grant Agreement.

4.4 Requirement to Report Potentially Duplicative Funding. The County acknowledges that the City of Foley will be contributing grant funds to the Grant Project as identified in the City's Resolution No. \_\_\_\_\_. If Grantee receives any other award of federal, state or local funds during the period of performance for this Grant award, Grantee must determine whether the funds from such other source are eligible to be used for one or more of the items identified in the Budget. If so, Grantee must promptly notify the County in writing of the

potential duplication. The County will determine, in consultation with Grantee, whether any modification of the Budget or any change in scope of the Grant Project is necessary to eliminate inappropriate duplication of funding.

**5. AUTHORIZED REPRESENTATIVES.**

Montgomery Headley, County Administrator shall serve as the Authorized Representatives of the County and as the liaison with Grantee. The County will inform Grantee if it changes its Authorized Representative at any time during the term of this Grant Agreement. The Authorized Representative has the responsibility to monitor Grantee's performance. Grantee shall submit reports, invoices and other materials prepared pursuant to this Agreement to the County's Authorized Representative, by mailing or delivering them to: Montgomery Headley, (Contact information)

The Grantee's Authorized Representative is Sarah Brunn, City of Foley City Administrator, [sebrunn@ci.foley.mn.us](mailto:sebrunn@ci.foley.mn.us); 251 4<sup>th</sup> Avenue North, Foley, MN 56329; (320) 968-7260. Grantee's Authorized Representative shall be responsible for ensuring Grantee's compliance with the terms of this Grant Agreement. If the Grantee's Authorized Representative changes at any time during the term of this Grant Agreement, Grantee must immediately notify the County.

Field Code Changed

**6. REMEDIES FOR NONCOMPLIANCE; TERMINATION.**

6.1 Termination by County. If the County determines that Grantee has failed to comply with any term, condition or requirement of this Grant Agreement, The County may, in its discretion, suspend or terminate this Grant Agreement or exercise any other remedy for noncompliance as provided for in 2 CFR 200.339. Failure to comply with any requirement of this Grant Agreement includes but is not limited to the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, guidelines relating to the use of the Grant Funds as may become applicable at any time;
- (b) Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Grant Agreement;
- (c) Ineffective or improper use of Grant Funds; or
- (d) Submission by Grantee to the County of any reports, audits or other documentation that are incorrect or incomplete in any material respect.

The County will promptly notify Grantee in writing of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the County retains the right to recover any improper expenditures from Grantee and Grantee shall return to the County any improper expenditures no later than thirty (30) days after the date of termination.

6.2 Termination for Convenience. Pursuant to 2 CFR 200 Appendix II (B), this Grant Agreement may also be terminated for convenience by either the County or Grantee, in whole or



in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, the County determines that the remaining portion of the Grant award will not accomplish the purpose for which the award was made; the County may terminate the award in its entirety. In the event this Grant Agreement is terminated by Grantee for convenience prior to completion of the Grant Project, Grantee shall promptly return to the County any and all Grant Funds received by Grantee.

**7. RELATIONSHIP BETWEEN THE PARTIES.**

7.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall Grantee, its employees, representatives or contractors be considered employees, agents or representatives of the County. Any and all personnel of Grantee or other persons engaged in the performance of the Grant Project will have no relationship with the County and will not be considered employees of the County. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from the County, including, without limitation, Worker's Compensation, medical care, disability, severance pay and retirement benefits.

7.2 No Agency. The County will not assume or accept any agreement, representation, commitment or warranty made by Grantee, nor shall the County be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of Grantee's conduct or caused by Grantee's negligence, willful act, or failure to act.

**8. INDEMNIFICATION.**

The Grantee must indemnify, save, and hold the County, its officers, agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents, contractors or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the County's failure to fulfill its obligations under this Grant Agreement.

**9. GOVERNMENT DATA PRACTICES.**

The Grantee and the County must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data created, collected, received, maintained, or disseminated under this Grant Agreement. If Grantee receives a request to release data referred to in this section, Grantee must immediately notify the County. The County will give Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

**10. AUDIT.**

Grantee shall maintain complete and accurate records with respect to performance of the Grant Project and costs incurred pursuant to this Grant Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Grantee shall allow the County or other persons or agencies authorized by the County access to the records of Grantee at reasonable hours, including all books, records, documents, and accounting procedures and practices of Grantee relevant to the subject matter of the Agreement, for purposes of audit.

**11. SURVIVAL OF TERMS.**

The provisions of this Grant Agreement which, by their terms, impose obligations that are continuing in 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: Sections 2.5 (applicable duties), 6 (relating to remedies for noncompliance); 8 (Indemnification); 10 (Audit); 12.3 (Governing Law; Jurisdiction; Venue); and the Special Conditions identified on Exhibit B.

**12. GENERAL PROVISIONS.**

12.1 Entire Agreement; Amendments; Conflicts. This Grant Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. Notwithstanding the foregoing, the County may, in its discretion, amend this Grant Agreement if required to conform with Federal or State regulations and guidelines, and available funding amounts.

12.2 Compliance with Applicable Law. Grantee agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are in effect as of Grantee's performance of the Grant Project.

12.3 Governing Law; Jurisdiction; Venue. This Grant Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Benton. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

12.4 Debarment. Grantee certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of any debarment or suspension proceedings. Grantee's certification is a material representation upon which the

County's approval of this Agreement is based. Grantee shall provide immediate written notice to the County's authorized representative if at any time Grantee learns that this certification is erroneous or becomes erroneous due to changed circumstances.

12.5 Equal Employment Opportunity. In connection with the execution of this Agreement, Grantee agrees that it will comply with Minn. Stat. § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. Grantee and all of its subcontractors will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment without regard to factors stated in Minn. Stat. § 363A.08. Such actions shall include, but not be limited to, the following: hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment.

12.6 Worker's Compensation. Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

12.7 Conflict of Interest. Grantee affirms that, to the best of Grantee's knowledge, Grantee's involvement in this Grant Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. Grantee agrees that, should any conflict or potential conflict of interest become known to Grantee, it will immediately notify the County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the County whether Grantee will or will not resign from the other engagement or representation.

12.8 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Grant Agreement without receiving the prior written consent of the other party.

12.09 Successors in Interest. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

12.10 Severability. In the event that any portion of this Grant Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

12.11 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

**BENTON COUNTY**

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

**CITY OF FOLEY**

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

**EXHIBIT A**

**SUBAWARD DATA  
2 CFR § 200.332(a)(1):**

(i)	Subrecipient Name	City of Foley, MN
(ii)	Subrecipient Unique Entity Identifier:	
(iii)	Federal Award Identification Number:	
(iv)	Federal Award Date (date of award to the Pass-Through Entity by the Federal Agency):	
(v)	Subaward Period of Performance Start Date:	Effective Date of Agreement
	Subaward Period of Performance End Date:	December 31, 2026
(vi)	Subaward Budget Period Start Date:	Effective Date of Agreement
	Subaward Budget Period End Date:	December 31, 2026
(vii)	Amount of Federal Funds obligated by this action by the Pass-Through Entity to the Subrecipient:	\$500,000
(viii)	Total Amount of Federal Funds obligated to the Subrecipient by the Pass-Through Entity, including the current obligation:	\$500,000
(ix)	Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity:	\$500,000
(x)	Federal Award Project Description:	Sewer and water infrastructure
(xi)	Name of Federal Awarding Agency:	US Dept of Treasury
	Name of Pass-Through Entity:	Benton County
	Contact Information for Pass-Through Entity Authorizing Official:	Montgomery Headley County Administrator 531 Dewey Street Foley, MN 56329 mheadley@co.benton.mn.us
(xii)	Assistance Listing Number and Name:	CFDA 21.027 Coronavirus State and Local Fiscal Recovery Fund
(xiii)	Identification of whether the award is for R&D:	Not for R&D
(xiv)	Indirect cost rate for the Federal Award:	Not applicable

## **EXHIBIT B**

### **SPECIAL CONDITIONS RELATING TO**

#### **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS**

1. Applicability of 2 CFR Part 200 Uniform Requirements. Grantee acknowledges that the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 apply to this Grant award from Benton County.
2. Compliance with Rules Governing Prime Award. Grantee acknowledges that it is a beneficiary of grant funds issued by the County from the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") awarded to the County through the American Rescue Plan Act. Grantee's use of Grant Funds must conform to the requirements and limitations on the use of SLFRF as provided in 31 CFR Part 35 and the accompanying guidance issued by the U.S. Treasury. This includes, but is not limited to, the requirements relating to the use of SLFRF water and sewer infrastructure investments provided for in 31 CFR § 35.6(e)(1)(i-vii) and (e)(2)

Pursuant to 31 CFR § 35.6(e) Grantee must, for as long as the SLFRF-funded water and sewer infrastructure is in use:

#### **ADDITIONAL REQUIREMENTS FOR INFRASTRUCTURE ELIGIBLE USE**

3. Procurement.
  - a. *Federal Procurement Standards.* Grantee shall comply with the procurement standards provided in 2 CFR § 200.318-326 when procuring property or services with Grant Funds. Grantee shall impose the Grantee's obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. Grantee shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
  - b. *Use of Recycled Materials.* Grantee will emphasize the use of recovered or recycled goods and materials where practical and cost competitive.
  - c. *Use of Small and Minority Businesses.* Grantee will take affirmative steps to use minority and women's business enterprises and labor surplus area firms are used when possible. These efforts shall include soliciting such businesses when they are a potential source.
  - d. *Preference for Domestic Materials.* Grantee will, to the extent appropriate, practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States, as provided for in 2 CFR § 200.322.

4. Insurance and Bonding. Grantee shall comply with the insurance and bonding requirements set forth in 2 CFR § 200.310 and 200.326.
5. Indirect Cost Rate. The Parties do not intend to reimburse indirect costs as part of the Grant.
6. Financial Management.
  - a. *Accounting Standards.* Grantee agrees to comply with the financial management standards provided for in 2 CFR § 200.302(b) and agrees to adhere to the accounting principles and procedures required therein.
  - b. *Cost Principles.* Grantee acknowledges that the cost principles provided for in 2 CFR § 200.400-416 apply to this Agreement and that Grantee's use of Grant Funds are limited to only those costs that are reasonable, allocable to the federal award (SLFRF) and otherwise in compliance with the cost principles.
7. Records to be Maintained; Access to Records; Reports.
  - a. *Records.* Grantee shall maintain all records relating to its use of Grant Funds as required by 2 CFR § 200.334. Such records include, but are not limited to, records relating to all costs incurred and procurement methods used by Grantee in connection with the Grant Funds and any performance measurement information. The records must be retained for the minimum periods identified in 2 CFR § 200.334, unless a longer retention period is provided for in this Agreement.
  - b. *Access to Records.* Pursuant to 2 CFR § 200.332(a)(5), Grantee shall permit the County and auditors to have access to the Grantee's records and financial statements as required for the County to meet its audit requirements relating to SLFRF.
  - c. *Reports.* Grantee shall submit to the County such reports and other information as may be required by the County, including without limitation such reports and information as may be required for the County to submit its own financial and other reports for purposes of the Prime Award.
  - d. *Survival.* The provisions of this section 6 shall survive expiration or termination of this Agreement with respect to any reports or information that Grantee is required to submit to the County following expiration or termination of the Agreement.
8. Closeout. The County and Grantee will closeout Grantee's use of SLFRF according to the closeout procedures in 2 CFR § 200.344-345.
9. Audits, Inspections and Monitoring.
  - a. *Audits.* The Grantee must be audited as required by 2 CFR part 200, subpart F if the Grantee's total expenditure of federal awards will be more than the threshold set forth 2 CFR § 200.501 (currently \$750,000) or as otherwise required by 2 CFR § 200.503. Grantee must notify the County if its total expenditure of federal awards will exceed the threshold in any year during the term of this Agreement.

b. *Inspections.* Notwithstanding any audit requirement or exemption from the audit requirements, Grantee shall make available to the County and its auditors and to the U.S. Treasury and the Government Accountability Office the Grantee's records and financial statements.

c. *Monitoring.* Grantee shall give the County access to Grantee's records as often as is necessary for the County to comply with its obligations under 2 CFR part 200. Grantee shall also submit to monitoring of its activities by the County as necessary to ensure that the subaward is used for authorized purposes and in compliance with federal regulations and the conditions of the Grant award to Grantee. Monitoring activities may include, at a minimum, the activities set forth in 2 CFR § 200.332(d).

d. *Corrective Action.* The County may require Grantee to take timely and appropriate action to correct any deficiency relating to the subaward detected through audit, inspection or other means. The County may also impose additional conditions on Grantee's use of the Grant Funds to ensure future compliance.

e. *Improper Payments.* Any item of expenditure by Grantee under the terms of this Agreement which is found by the County or its auditors, investigators, and other authorized representatives, the U.S. Government Accountability Office to be improper, unallowable, in violation of federal or state law or the terms of the Prime Award (SLFRF) or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Grantee, shall become Grantee's liability, to be paid by Grantee from funds other than those provided by the County under this Agreement or any other agreements between the County and Grantee. This provision shall survive the expiration or termination of this Agreement.

10. Conflict of Interest. Grantee shall comply with the conflict of interest provisions in 2 CFR § 200.318 when procuring supplies, equipment, construction and services pursuant to this Agreement.
11. Restrictions on Lobbying. Grantee shall comply with the restrictions on lobbying in connection with the Grant Funds as provided for in 2 CFR § 200.450, 31 U.S.C. § 1352 and other applicable law.
12. Certifications. Grantee shall provide the County with the certifications required by in 2 CFR § 200.415 and 200.450 with each request for disbursement of Grant Funds and at other times as may be requested by the County.
13. Suspension and Debarment. Grantee represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts pursuant to 2 CFR part 180 or any other state or federal regulation. Grantee must notify the County immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs.
14. "High Risk" Designation. Grantee must disclose whether it has been designated as "high risk" by any other local government or state or federal agency for purposes of monitoring



Grantee's activities in connection with the use of a federal award or subaward. For purposes of this disclosure, the term "high risk" includes any status under which an awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee.

15. Federal Funding Accountability and Transparency Act. Grantee agrees to provide the County with all information required to enable the County to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act.
16. Prohibition on Certain Telecommunications Services or Equipment. Grantee is prohibited from using Grant Funds to procure or obtain or to enter into, extend or renew any contract to procure or obtain any of the services, equipment or systems identified in 2 C.F.R. 200.216.
17. Disposition of Real Property. The use and disposition of any Real Property (as that term is defined in 2 CFR § 200.1) acquired with Grant Funds shall comply with the requirements of 2 CFR § 200.311.
18. Hatch Act. Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
19. Air and Water Quality. Grantee shall comply with the requirements of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as they may apply to the performance of the Grant Project.

**EXHIBIT C**

**GRANT APPLICATION**

This Grant Agreement incorporates Grantee's grant application as a part of this Agreement. If there is a conflict between the Grant Agreement terms and Grantee's application, the Grant Agreement terms will control.

**EXHIBIT D**

**PROJECT BUDGET (EXAMPLE)**

Estimated Costs –

Total

	EXAMPLE	EXAMPLE	EXAMPLE	
Itemized Cost				
Itemized Cost				
Itemized Cost				
Itemized Cost				
Itemized Cost				
Itemized Cost				
Total for Material Cost				
Total Labor Cost				
Total Cost				
Cost per sub at 100%				
National Pollutant Discharge Elimination Permit Number				
Public Water System ID Number				
Median Household Income of Service Area				
Lowest Quintile Income of Service Area				

# City of Foley Downtown Facade Improvement Grant Program (DRAFT)

## Purpose

The Foley Downtown Facade Improvement Grant Program provides incentives to stimulate external, visible investment in Downtown businesses. Property owners and business owners are encouraged to consider improvements that incorporate the surrounding community including but not limited to aesthetics, environment, cultural and historic elements and architecture. These improvements should create a cohesive, attractive environment. The program provides a 1:1 matching grant for actual design and construction costs up to \$5,000 per property on a pay-for-performance basis. Qualifying projects will require design approval and will be applied for by commercial property owners and/or business tenants (with property owner approval). Approvable projects include exterior building and landscape improvements visible from a public right-of-way.

## Eligibility

Property must be within the Downtown Foley Corridor (map attached).

All work must be done on the property/building exterior and result in a publicly visible improvement.

All work must be done in accordance with City of Foley ordinances and building codes. All required permits must be obtained. Work must include the correction of any known exterior building code violations.

Work already in progress or performed prior to project approval will not be eligible for funding.

Funds may be used for design of exterior building improvements, awnings, windows, doors (including front/back door accessibility) and/or site landscaping resulting in a publicly visible improvement and for actual construction costs related to an approved improvement. Other uses may also be eligible if prior approval is granted by the City of Foley Economic Development Authority. Signs are eligible for funding.

Ineligible properties include: Tax delinquent, Special Assessment delinquent, property in litigation, property in condemnation or receivership, exclusively residential buildings, industrial zoned properties, new construction projects on previously undeveloped sites.

## Project Approval Guidelines

The Economic Development Committee will first review all applications for completeness and project feasibility. The City of Foley Economic Development Authority (EDA) is responsible for program oversight and grant approval. Grants will be approved based on the guidelines below:

Only fully completed applications will be reviewed.

Owners of multiple properties must submit separate applications for each project.

Business owners under a lease submitting applications must include written consent of the property owner.

Preference will be given to projects which:

Positively contribute to downtown revitalization efforts.

Result in visible improvement that would not otherwise be made.

Demonstrate a ratio of private to public investment greater than 1:1

Projects must be completed in a timely manner from date of approval (within one year with a maximum extension of six months). As indicated by the pay- for-performance model, funds will be distributed after the project's completion and reimbursement is requested.

#### **Grant Disbursement**

Awarded funds will be dispersed to the applicant upon submittal of receipts and/or invoices for supplies purchased and inspection which certifies the work completed is in accordance with the EDA approval and other city ordinances.

#### **Property Owner Requirements**

Upon the approval of submitted application, the Applicant enters a partnership which includes the City of Foley Economic Development Authority. The following may be required to review plans depending on the scope of the project: City Staff, Economic Development Committee and the EDA. Those required to review the plans and/or grant application will review design drawings, proposed work specifications, and the architectural materials. Items required as a part of completing potential projects include:

Property owners' attendance at various meetings, reviews, etc. with representatives of either the City or EDA to expedite various stages of the project.

The applicant agrees city that, pursuant to the terms of the grant agreement, they will continue operations in the City for at least five years after the project is completed.

All work to be completed shall be the sole responsibility of the property owner. The City of Foley EDA administers the grant program herein and the City/EDA is not responsible for any work undertaken as a result of the grant. The owner hereby holds the City and EDA harmless for an and all liability commencing out of any work constructed and paid for the facade improvement grant herein.

#### **Procedural Guidelines:**

The EDA is a governmental entity and as such must provide public access to public data it receives. Data deemed by Applicant to be nonpublic data under State law should be so designated or marked by Applicant. See Minn. Stat. Sections 13.59, Subd. 1, respectively.

1. The applicant shall meet with city staff to obtain information about the grant program, discuss the project, and obtain application forms.
2. The applicant shall complete and submit an application form to the city.
3. The applicant must provide evidence of their ability to meet the 50% match.
4. The application will be reviewed by the city staff to determine if it conforms to all city policies and ordinances and to consider the following:
5. The availability of program dollars to fund the request.
6. Whether the proposed project will result in conformance with building and zoning codes.
7. Whether it is desirous and in the best interests of the public to provide funding for the project.
8. The Economic Development Committee will review each application in terms of its consistency with the goals of:
9. The EDC will evaluate the project application in terms of the following:
10. Project Design - Evaluation of project design will include review of proposed activities,

timelines and a capacity to implement the project.

11. Financial Feasibility- Availability of funds, private involvement, financial packaging and cost effectiveness.
12. Appropriate ratio of private funds to grant funds.
13. Letter of Commitment from applicant pledging to complete the project during proposed project duration, if the grant application is approved.
14. Letter of Commitment from other financing sources stating terms and conditions of their participation in the project, if applicable.
15. A recommendation from the Economic Development Committee will be forwarded to the EDA for approval, denial or request a resubmission.
16. The EDA will review the recommendation from the Economic Development Committee and recommend approval, denial to the City Council for final action.

**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 03-12-24 –COUNCIL MEETING  
**DATE:** MARCH 8, 2024

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### **Consent Agenda**

The part-time police officer recommended hires are on the consent agenda.

The vet clinic has also requested to hold their annual horse event on April 20<sup>th</sup> which will also shut down a block of 3<sup>rd</sup> Avenue – staff has no concerns with this event but would recommend the same agreement be signed.

I was asked to put on “No Mow May” again on the agenda. Staff is requesting that only properties which are occupied be allowed to participate. We do not want vacated properties to be using this as an additional opportunity to not keep up their yard.

Emma Thorsten has agreed to come back as our pool manager this season. Work on prepping for this coming season has already begun and we will begin advertising for employees soon.

### **Zoning Ordinance Amendments**

The planning commission is recommending a number of ordinance changes for the council to consider. These amendments reduce the necessary lot size, depth, green space of a number of zoning districts. We also have added some updated language on government signs and added definitions on accessory dwelling units and shipping containers. We are hoping these changes might help with more housing development. After holding a public hearing, the council can act.

### **Garbage Contract Renewal**

The garbage contract is up this year – expires June 30<sup>th</sup>. There is an option for a one-time renewal of an additional 5 years if the council wishes to do so – they need to make that action by early April if doing so. I’ve provided the council with the current contract and rate sheet. From a staff perspective, the current provider is excellent to work with and any issues we have are handled efficiently. They also have other perks built into the contract such as the fall curbside cleanup and provide the services to the City at no charge. It’s important to note the current contract has a 4% annual increase built in which is lower than recent inflation levels.

### **Crime Free Housing Training Requirements**

I’ve included the ordinance in your packet. I wanted to bring to the council’s attention that we have this requirement in our code but we have a number of landlords that are not meeting the training requirement (around 20 or so properties the last I counted). During COVID, these trainings were hard to find and we still do not have a lot of options available locally. Because of this we did not push so hard on the compliance. Property owners also complain about the cost and time (8 hours) to take the training. It also takes staff a lot of time to prepare and conduct this training. I’d like the council to discuss if we wish to keep the training requirement or look for an alternative method. If we wish to keep it, we should move forward on enforcing (prosecuting) those who are not in compliance.

### **ARPA Housing Funds**

The county has moved to allocated \$500,000 of housing infrastructure funds to the City of Foley. We will need to match these funds and can do so with our remaining ARPA funds and some additional funds in our expendable trust account. We will need to sign an agreement with the county and I have attached a draft that staff is working on. This is a great opportunity for the City and we hope to put these funds to use with the lots we are looking to create on the south side of Foley. We can also tap into these funds for other housing projects if they can get moving quickly as they must be spent within a short time period. We can discuss this more at the meeting.

### **Foley Fun Days Parade**

This topic is being brought back after the request at the last council meeting. I strongly encourage the councilmembers to have a discussion with Juanita Beachamp, chair of the parade prior to the meeting as she also has input to be considered.

### **Workshop Sessions**

Councilmember Voit asked for this item to be brought to the council. He would like us to add in workshop sessions to discuss items before they come to the council for action. The council should discuss if there is interest and if so, how we would like to schedule these.

### **Downtown Façade Program**

A few downtown business owners have asked if we would reconsider some funding in a façade improvement program. Even if we started with something small it may help offset some expenses new property owners have incurred rehabbing downtown buildings. It's exciting to see a number of new businesses open and even a small program, with minimal dollars would help. I'd like to bring this back for discussion at a future workshop or meeting if there's interest from the council.

### **Water Plant Tours**

We will be discussing dates to reschedule the Wisconsin Water Plant tours at the meeting on Tuesday. The council is asked to bring their calendars to the meeting.

### **Upcoming Reminders:**

**March 14, 2024** - Local Water Plants Tours

**March/April 2024** – Wisconsin Water Plant Tours – TBD – please bring calendars to meeting!

**April 2, 2024** – Council Meeting – 2025 Improvements Feasibility Study

**April 8-10, 2024** – City Audit Fieldwork