



**City Council – Meeting Agenda  
May 7, 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 April 2, 2024.
  - Approve St. Cloud Airport Mutual Aid Agreement.
  - Adopt Resolution #2024-10 Limited Use Permit – City Welcome Signs.
  - Approve closing of City of Foley on Friday, July 5<sup>th</sup> (in-lieu of Juneteenth – Fun Days mandatory).
  - Approve establishment of Downtown Façade Improvement Program Policy, Agreement Template and Funding Allocation from Expendable Trust Fund of \$20,000.
  - Approve Benton County Fair Police Coverage Contract.
  - Approve hire of part-time police officer Kourtney Lind – contingent on background.
  - Accept and approve retirement of Josh Beutz, firefighter.
  - Approve payment of bills.
5. Mayor’s Comments & Open Forum
6. Update on Wastewater Project.
  - Review and Approve Pay Application #17
7. Consider/Approve Benton County SLFRF (ARPA) Funds Agreement.
8. Debra Olson – Interpretation of the Ordinances – Definition of Snow Fence
9. Jim Moshier – Multiple Topics
10. Department Reports:
  - Police Department –Katie McMillin
  - City Engineer – Jarod Griffith
  - Public Works/Fire – Mark Pappenfus
    - Discussion on compost system quote.
  - Administration – Sarah Brunn
11. Old Business
  - Update on garbage contract.
12. New Business
  - Schedule any necessary council workshops?
13. 2<sup>nd</sup> Open Forum
14. Adjourn

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – April 2, 2024

The Foley City Council held their regular meeting on April 2, 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 March 12, 2024.
- Appoint David Campbell to Foley Library Board.
- Approve payment of bills.

Motion carried, unanimous.

### **Mayor's Open Forum**

Cindy Claude, 9<sup>th</sup> Avenue Mobile Home Park, would like to know how much the mobile home park is charged for water. She also mentioned that stray cats are a problem and would soon start trapping them. She asked what she should do with them.

Shelby Wurtz, 913 9<sup>th</sup> Avenue Mobile Home Park, also expressed concern over the water/sewer bill stating she didn't understand why it was so high.

Sarah Brunn, City Administrator, explained that the city doesn't bill the individual residents at the mobile home parks. The bill is sent to the park's owner and it is passed through to the residents based on the mobile home park policies.

Wurtz asked if the park is considered one unit or multiple units.

Brunn explained that the council had discussed and approved a change that went into effect last year (2023) that the mobile home parks would no longer be treated as a single household. The bills would be calculated based on the individual units (mobile homes) with a minimum water usage of 2,000 gallons (based on 2024 rates) for each unit. The property owner made the decision to install separate meters on all the mobile homes to track the individual usage and bill accordingly. The council encouraged Wurtz and Claude to reach out to City Hall during business hours to obtain more information about their water/sewer usage.

### **Presentation of 2025 Street Improvements Feasibility Study**

Jarod Griffith, City Engineer, gave an overview of the feasibility study in the council packet. The study was authorized by the council in November 2023. The purpose of the project would be to replace deteriorating street and utility infrastructure; improve drainage, and address ADA standards for sidewalks and curb ramp deficiencies. The report looked at existing conditions and proposed improvements for Broadway Avenue, 4<sup>th</sup> Avenue, 3<sup>rd</sup> Avenue, Parent Street, Murphy Street, and 4<sup>th</sup>

Avenue alley. Griffith included in his report an outline of preliminary special assessments. The estimated total cost of the project would be \$6,533,987.40. Questions and discussion followed. Gondeck asked if there were any lead pipe in the proposed project area and if there would possibly be federal money to help with the cost of replacement. Griffith confirmed that the city was estimating they would receive some of those grant funds.

Brunn added that staff was looking a 20-year assessment terms along with a 15-year for financing. From a tax based perspective the early number of 20% across the board as a tax levy increase. There might a decrease on the levy side as more of the costs are attributed to the water/sewer funds. Brunn explained the city doesn't issue the bonds until the council moves forward with the project. Questions and discussion continued.

Mark Pappenfus, Director of Public Works, added that he didn't know of any lead main lines in the city, but there are some lead goose necks and galvanized water lines which the Minnesota Department of Health considers to be lead.

Voit asked for more details on the history of the project asking when was the last time there were improvements made. Griffith confirmed the blue section in the proposed project area was partly done in 2018.

Brunn added that whenever the city considers street reconstruction it has to meet a benefits test. The value of the assessment adds to the value of the property. The property owner can appeal the dollar amount – something the council needs to be aware of. The city could go through an appraisal process. There is time and cost associated with that option. Another way to help the property owners is with a longer term for the assessment. Voit asked if the assessment had to be 20%. Brunn explained that state statute requires at least 20% assessment.

Griffith explained the assessment appeals process can start in November. Brunn added that neighborhood meetings can be very helpful in answering questions and getting feedback regarding the project.

Brunn asked the council for a motion to adopt Resolution #2024-09 Receiving Report and Calling for Hearing on 2025 Improvements. Discussion and questions followed.

Motion by Gondeck, seconded by Swanson, to adopt Resolution #2024-09.

Motion carried, unanimous.

Brunn asked the council if they wanted staff to look into an appraisal as part of the assessment process to make sure the project passed the benefits test. The council agreed and asked for information to be brought forward.

### **Review and Approval of Updated Wastewater Agreement with St. Cloud Regional Cities**

Brunn gave an overview to the council of the changes to the agreement. She explained the changes include how costs are allocated. The change will simplify things moving forward as the regionalization group does more projects. All the cities who are part of the regionalization reviewed and provided input. The city became subject to the agreement when Foley joined the regionalization group. The agreement outlines how all the cities can best utilize the huge wastewater system as a whole. The city attorney has reviewed it and has no concerns. Brunn encouraged the council to adopt the agreement.

Motion by Voit, seconded by Swanson to adopt the agreement.

Motion carried, unanimous.

## **Department Reports**

### **Police Department**

Chief Katie McMillin gave an overview to the council on the monthly stat report. Officers responded to 396 calls in March. Traffic stops were down, but people driving with revoked or suspended licenses were up. Gas drive offs are up. Animal complaints are way up which has been time consuming for officers – several dogs running at large. McMillin gave a reminder to dog owners that dogs must be licensed and leashed when not on their property. Officers also completed the sex offender checks. These are done twice a year. Two weeks ago the department participated in the Community Connect Expo. It was a great turn out. McMillin also shared with the council she would be attending the Minnesota Chief's Association conference April 15 – 18. Email will be the best way to get in touch with her during this time. McMillin also stated she attended a meeting with the Benton County Sheriff's office on the new records system. The sheriff's office has also asked for assistance during the Benton County Fair. McMillin said if it was okay with the council, she would bring the contract from the fair board for approval at the June or July meeting. She stated she would make sure there was road coverage first before considering helping the county with the fair. Questions and discussion followed.

McMillin also shared that the city of Waite Park is offering a crime free housing training program on May 6. She strongly encouraged the city's landlords to attend. She updated the council that the department has books for the course and she can make a review test on Google forms for information in the binder. She suggested that the landlords could check out the book, read it, and then take the test. If they pass the test then it would fulfill the requirement of the ordinance. It wouldn't be the office course but it would meet Foley's requirement. Questions and discussion followed.

Brunn stated that if the council was in agreement staff would work on the necessary steps to update the ordinance and policies related to the crime free education.

### **City Engineer**

Griffith briefly addressed the council asking for feedback on the planned water plant tour in Wisconsin on April 11. Gondeck, Voit, and Swanson said yes. Mathiowetz said maybe but was unable to confirm at this time.

### **Public Works and Fire Department**

Pappenfus directed the council to their packets to review the quote for the electric compost gate totaling \$19,457. The quote includes the price from the operator (East Central Electric) and the design to tie it together. It also includes the power pole with the night light. Questions and discussion followed.

Voit asked about cards or pin codes for access. Pappenfus explained that the crew would get automatic openers. The next step would be to set the system up for a card reader.

Motion by Voit, seconded by Swanson, to approve the electric gate quote.

Voit stated he would like to see a quote for utilizing the gate to its fullest potential with a pass code system. Brosh agreed stating the best system would be key cards so people could access the compost site at any time.

Motion carried, unanimous.

Pappenfus said he would open the compost site for the season in another week or so once the ground has a chance to dry out.

### **Administration**

Brunn reminded the council that the audit will be next week. Staff doesn't have to do a federal audit this year because we did not exceed the threshold on the federal specific funds and rather drew reimbursements from state funds. She also gave an update on the Tri-County Humane Society contract. Staff was waiting for more billings to come in. She asked the council if they wanted to keep the contract or continue to monitor.

Mathiowetz expressed support for keeping the contract as there were a lot of feral cats in town that were causing problems.

Brunn explained that the current contract has the city paying the full amount for each animal. Tri-County will no longer accept participation fee from the person who surrenders the animal. Each animal costs the city \$80 - \$100.

Brosh asked if the city could set a limit for \$1,000 for the year. Brunn said it was possible, but the city may have already reached that amount or could very quickly if trends continue. More discussion and questions followed.

Mathiowetz commented that Waconia, MN, had recently passed a cat leash law. Voit expressed support for setting a limit and then reassessing. Brosh said he would like to leave the contract as it is. Brunn said she would keep the council informed and we could re-assess the contract when in the budgeting process.

Brunn also shared with the council that the police union is renegotiating their contract – standard practice. Staff is also working on the south side housing project. Currently, there is a \$2.5 million gap in temporary financing until we sell those lots and she is working on obtaining options.

### **Old Business**

The council discussed the garbage contract. Brunn reviewed the guidelines for the competitive bidding process. Questions and discussion. Brunn shared with the council that Republic Services has stated they no longer wish to extend the existing contract. They would like to renegotiate. The current contract ends June 30. Discussion and questions followed.

Brunn reminded the council that garbage service is often a touchy subject for residents and business owners. If the council chooses to put the contract out to bid and changes providers, we should expect to see numerous calls and inquiries at city hall because every single city account will be required to change over. It will also require some assistance from public works to transition all carts and dumpsters.

Motion by Swanson, seconded by Gondeck, to renegotiate with Republic.

Motion carried with Gondeck, Swanson, and Voit voting yes. Mathiowetz and Brosh voted nay.

**New Business**

Brunn asked if the council would like to schedule a council workshop before the next meeting. Swanson said it was advantageous to do a workshop but not to schedule one every month. Voit expressed support for the workshops.

**Second Open Forum**

Shelby Wurtz, 913 9<sup>th</sup> Avenue, said that there were other animal shelters in the area. Not just Tri-County.

Gondeck thanked the Fire and Police Departments for their help with an incident on Easter. He appreciated their assistance and professionalism.

Motion by Swanson, seconded by Gondeck, to adjourn.

Motion carried, unanimous.

Meeting adjourned at 6:59 p.m.

**Council Workshop – Downtown Façade Program Discussion**

At 7:03 p.m. the council started their workshop discussion. Amanda Othoudt, Benton County Partnership, gave an overview of the proposed program. Would be up to \$5,000. Council viewed project map. EDA will review and approve program.

Review of program requirements, procedures, and timelines. There may be the possibility to leverage other funds. Focus will be on downtown corridor. Program details will be sent to EDA then council.

Council agrees.

Workshop adjourns at 7:33 p.m.

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

AUTOMATIC MUTUAL AID AGREEMENT FOR THE PROVISIONS  
OF AIRCRAFT FIRE SUPPRESSION SERVICES

This agreement is made and entered into this 1st day of January 2024, by and between the City of St. Cloud, Minnesota, a Minnesota municipal corporation and the cities of Sauk Rapids, Minnesota; Foley, Minnesota; and Clear Lake, Minnesota, all governmental and political subdivisions of the State of Minnesota.

WHEREAS, primary fire protection for the St. Cloud Regional Airport has been delegated to the St. Cloud Fire Department under a separate agreement; and the St. Cloud Fire Department is the fire department having jurisdiction; and

WHEREAS, expanded fire protection for the St. Cloud Regional Airport and surrounding area is provided by four (4) separate fire departments; and

WHEREAS, due to air carrier operations the Federal Aviation Administration (FAA) requires the fire protection for the St. Cloud Regional Airport and through agreement with the St. Cloud Regional Airport, the St. Cloud Fire Department provides staffing to the St. Cloud Regional Airport; and

WHEREAS, an air carrier incident could conceivably occur in the immediate area surrounding the St. Cloud Regional Airport and trained and equipped personnel could not legally respond without first being requested by the fire department having jurisdiction; and

WHEREAS, an automatic mutual aid agreement for air carrier incidents between the City of St. Cloud and the Cities of Sauk Rapids, Foley, and Clear Lake calling for initial dispatch of all listed departments for air carrier incidents would be beneficial to the citizens of Central Minnesota.

NOW, THEREFORE, the Cities of St. Cloud, Sauk Rapids, Foley, and Clear Lake, pursuant to the authority contained in Minnesota Statutes, Chapter 438, relating to fire prevention and Section 471.59, commonly known as the joint powers act, to accomplish the foregoing purposes agree as follows:

1. AUTOMATIC JOINT RESPONSE. Incidents occurring outside of the airport property but within a five (5) mile radius of the St. Cloud Regional Airport involving air carrier operations shall cause an automatic joint response. A five (5) mile area is identified on Exhibit A attached to and made a part of this agreement.
2. SIMULTANEOUS DISPATCH. Units from all listed departments shall be simultaneously dispatched to the incident without the need for mutual aid to be formally requested.
3. JURISDICTION. Jurisdiction of the incident shall remain with the department whose jurisdiction the incident occurs in. It is expressly understood and agreed that the firefighters who respond to an incident shall follow the orders and commands of the senior fire department officer then on duty of the department whose jurisdiction the

incident occurs in. The senior fire department officers on scene from each department form a unified command to mitigate the incident.

4. NO PAYMENT TO ASSISTING JURISDICTIONS OR FIREFIGHTERS. No city shall be responsible or liable for the payment of wages or other remuneration to any other party or to the other party's firefighter(s), notwithstanding the fact that such firefighter(s) may from time to time, pursuant to this agreement, provide fire protection services to the party here under who is not the regular employer of such firefighter(s).
5. DAMAGE TO EQUIPMENT. Each city shall be responsible for damages to or loss of its own equipment. Each city waives the right to sue any other city for any damages to or loss of its equipment.
6. POWER OF FIREFIGHTERS. The Joint Exercise of Powers Act and Minnesota Statutes Chapter 438 entitles firefighter(s) to the same authority they have in their own jurisdiction when assisting other agencies under the authority of this Agreement.
7. NO LIABILITY TO ASSISTING JURISDICTION OF DAMAGES. Each city shall be responsible for injuries or death of its own personnel. It is expressly understood and agreed that no party shall be responsible or liable in any way for any claim for injury or death of any firefighter or party, or for any damage to the equipment owned by the other party notwithstanding the fact that such firefighters and equipment may from time to time pursuant to this agreement provide assistance to the party who is not the employer of the firefighter or the owner of the equipment. Each city will be responsible for maintaining workers' compensation or self-insurance coverage for their own personnel. Each city waives the right to sue any other city for any workers' compensation benefits paid to its own employees or volunteer or their dependents.
8. IMPLEMENTATION. Each party shall take whatever actions are required to have their dispatch centers made aware of this Agreement and what procedures should be followed in the event of a report of an air carrier incident.
9. DURATION. This agreement shall be effective the date first written above and shall remain in full force and effect until it shall be terminated in the manner provided herein.
10. TERMINATION. This agreement may be terminated by any party upon ninety (90) days written notice to each of the other parties such notice shall be delivered to the mayor or clerk of each city. It is agreed that prior agreements between the parties covering the same subject matter are hereby terminated.
11. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to extend provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or other actions, including attorney's fees which the other, its officers and



employees may or may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party its agents' servants or employees and the execution performance or failure to adequately perform its obligations pursuant to this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by either party of limitations on liability provided by Minnesota Statutes, Chapter 466, or other applicable law.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statute 471.59.

CITY OF ST. CLOUD

CITY OF SAUK RAPIDS

BY: \_\_\_\_\_  
Fire Chief

BY: \_\_\_\_\_  
Fire Chief

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
City Clerk

Date of signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

CITY OF FOLEY

CITY OF CLEAR LAKE

BY: \_\_\_\_\_  
Fire Chief

BY: \_\_\_\_\_  
Fire Chief

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
City Clerk

Date of signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA  
RESOLUTION 2024 – 10

A RESOLUTION FOR THE CITY OF FOLEY LIMITED USE PERMIT  
FOR MUNICIPAL IDENTIFICATION SIGNS

WHEREAS, the Commissioner of Transportation of the State of Minnesota has made available certain Trunk Highway right-of-way as shown in red on Exhibit “A” in the Limited Use Permit, attached hereto, and made part thereof, for the purpose of constructing and maintaining Municipal Identification Entrance Signs; and

WHEREAS, the City of Foley desires to make available to its citizens and visitors, such an area for the aforementioned purpose; and

WHEREAS, the City of Foley is willing to operate, maintain and safeguard the facility as set forth in the Limited Use Permit, attached hereto, and made a part thereof.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Foley, Minnesota, that the Mayor and the City Administrator of the city execute the Limited Use Permit and any amendments to the Permit.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 7th day of May, 2024.

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

ATTEST:

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

**EXHIBIT A**

**CITY OF FOLEY**

**RESOLUTION**

IT IS RESOLVED that the City of Foley enter into Limited Use Permit No. 0503-0010 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Foley upon, along and adjacent to Trunk Highway No. 23 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED by the Council of the City of Foley, Minnesota that the Mayor and the City Administrator of the City of Foley are authorized to execute the Limited Use Permit and any amendments of the Permit.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Foley, Minnesota at an authorized meeting held on the 7th day of May 2024, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NOTARY  
STAMP**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

C.S. 0503 (T.H. 23)  
C.S. 0504 (T.H. 23)  
LUP # 0503-0010

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

## **Purpose**

The Foley Downtown Facade Improvement Grant Program provides incentives to stimulate external, visible investment in Downtown businesses that will boost the vitality of Foley businesses and improve local economic conditions. 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 with surrounding properties. 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 by the EDA 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, as determined by the EDA. Interior work is not eligible.

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, and properties not in compliance with city, state, or federal regulations

## **Project Approval Guidelines**

City staff 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:

1. Only fully completed applications will be reviewed.
2. Owners of multiple properties must submit separate applications for each project.
3. Business owners under a lease submitting applications must include written consent of

the property owner.

Preference will be given to projects which:

1. Positively contribute to downtown revitalization efforts.
2. Result that will result in visible improvement that would not otherwise be made.
3. Demonstrate a ratio of private to public investment greater than 1:1
4. Projects must be completed in a timely manner from the date of approval.
  - a. Project must be completed within 18 months.
  - b. Extensions of six months are granted on a case-by-case basis.
  - c. As indicated by the pay- for-performance model, funds will be distributed after the project's completion and reimbursement is requested by applicant.

### **Grant Disbursement**

Awarded funds will be dispersed to the applicant upon submittal of the Downtown Facade Improvement Program Grant Agreement, submittal of receipts and/or invoices for supplies purchased and inspection which certifies the work completed is in accordance with the City of Foley Economic Development Authority approval, and other city ordinances, along with other applicable information that may be requested.

### **Property Owner Requirements**

Upon the approval of submitted application, the Applicant enters a partnership which includes city staff and the City of Foley Economic Development Authority. City Staff will review plans depending on the scope of the project: 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:

1. Property owners' attendance at various meetings, reviews, etc. with representatives of either the City or EDA to expedite various stages of the project.
2. The applicant agrees with the 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 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 any and all liability commencing out of any work constructed and paid for the facade improvement grant herein. Further, this shall not be considered a waiver of liability limitations provided in Minnesota Statute § 466.

### **Procedural Guidelines:**

The EDA is a governmental entity and as such must provide public access to the 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 an application, drawings/renderings if applicable and supporting information and submit it to the city.
3. The applicant must provide evidence of their ability to meet the 50% match.
4. The city staff will review the application to determine if it conforms to all city policies and

ordinances and to consider the following:

- a. The availability of program dollars to fund the request.
- b. Whether the proposed project will result in conformance with building and zoning codes.
- c. Whether it is desirable and in the best interests of the public to provide funding for the project.

The EDA will evaluate the project application in terms of the following:

1. Project Design - Evaluation of project design will include review of proposed activities, timelines, and a capacity to implement the project.
2. Financial Feasibility - Availability of funds, private involvement, financial packaging, and cost effectiveness.
3. Appropriate ratio of private funds to grant funds.
4. Letter of Commitment from applicant pledging to complete the project during proposed project duration if the grant application is approved.
5. A recommendation from the Economic Development Authority will be forwarded to the City Council for approval, denial or request a resubmission.

## DOWNTOWN FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, between The Foley Economic Development Authority, a public body corporate and politic created pursuant to the Laws of Minnesota (the "EDA"), and \_\_\_\_\_, a Minnesota \_\_\_\_\_ (the "Grantee").

### RECITALS

- A. The EDA has established a Downtown Façade Improvement Program Grant (the "Program") and has approved guidelines for said Program (the "Program Guidelines").
- B. Grantee has submitted an application for a grant (the "Grant Application") pursuant to the Program Guidelines, and the EDA has approved a grant to the Grantee in the maximum principal amount of \$ \_\_\_\_\_ (the "Grant") to pay a portion of the costs of qualifying expenditures under the Grant Guidelines as set forth in the Grant Application, including making improvements to the exterior façade, in connection with Grantee's \_\_\_\_\_ business (the "Business") located at \_\_\_\_\_ in the City of Foley, Minnesota (the "City") and legally described on the attached **Exhibit A** (the "Grant Activities").
- C. The EDA and the Grantee have negotiated the terms of the Grant, and now desire to memorialize such terms in this Agreement.

### AGREEMENT

Accordingly, to induce the EDA to make the Grant to the Grantee, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties here agree as follows:

1. The Grant Amount. Subject to and upon the terms and conditions of this Agreement, the Program Policy, Project Plans, and the Grant Application (together, the "Grant Documents"), attached as **Exhibit B**, the EDA agrees to grant to Grantee the sum of \_\_\_\_\_ and \_\_\_/100 Dollars (\$ \_\_\_\_\_). Proceeds of the Grant shall be disbursed for the Grant Activities approved pursuant to the Grant Documents in accordance with Section 2 hereof.
2. Disbursement of Grant Proceeds.

- A. All Grant proceeds shall be paid to Grantee in accordance with the terms and conditions of the Grant Documents, which include, but are not limited to, making façade improvements to the exterior of the Business. Notwithstanding anything to the contrary herein, any costs of the Grant Activities exceeding the amount to be reimbursed under this Agreement shall be the sole responsibility of the Grantee.
  - B. All Grant proceeds shall be disbursed to the Grantee after the satisfaction of the terms contained in the Grant Documents, but not earlier than the receipt of documentation for expenses incurred for façade improvements to the Business. The disbursement of proceeds of the Grant will be made subject to the condition's precedent that prior to or as of the date of disbursement:
    - (i) The EDA has received an executed copy of this Agreement from the Grantee without expense to the EDA.
    - (ii) Grantee is in compliance with the terms of the Grant Documents.
3. Representations and Warranties. Grantee represents and warrants to the EDA that:
- A. Grantee is duly authorized and empowered to execute, deliver, and perform this Agreement and to receive the Grant from the EDA. If necessary, Grantee has received authorization to enter into this Agreement from property owners where the Business is located;
  - B. The execution and delivery of this Agreement, and the performance by Grantee of its obligations under the Grant Documents, do not and will not materially violate or conflict with any applicable provision of law and do not and will not materially violate or conflict with, or cause any default or event of default to occur under, any material agreement binding upon Grantee;
  - C. The execution and delivery of this Agreement has been duly approved by Grantee and any other persons who may have an interest in the Business and any owners of the property where the Business is located, and this Agreement has in fact been duly executed and delivered by Grantee and constitutes its lawful and binding obligation, legally enforceable against it;
  - D. Grantee warrants that it shall keep and maintain books, records, and other documents relating directly to the receipt and disbursements of Grant proceeds and that any duly authorized representative of the EDA shall, with reasonable advance notice, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Grantee pertaining to the Grant until the completion of all closeout procedures and the final settlement and conclusion of all issues arising out of this Grant;
  - E. Grantee warrants that to the best of its knowledge, it has fully complied with all applicable state and federal laws reasonably relevant to this Agreement and will continue to comply throughout the terms of this Agreement. If at any time



Grantee receives notice of noncompliance from any governmental entity, Grantee agrees to take any necessary action to comply with the state or federal law in question;

- F. Grantee warrants that it will use the proceeds of the Grant made by the EDA solely for the Grant Activities and that within 90 days after the date of this Agreement, any time thereafter, Grantee shall provide to the EDA in writing a brief report, upon request of the EDA, specifying how the Grantee is complying with the terms of the Grant Documents and progressing towards completing the Grant Activities; and
- G. Grantee shall complete all Grant Activities and satisfy all terms of the Grant Documents by \_\_\_\_\_, which is 18 months after the execution of this Agreement.

4. No Business Subsidy. The EDA and Grantee agree that the Grant is not a business subsidy as defined in Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”) because the assistance is in an amount less than \$150,000.

5. Event of Default by Grantee. The following shall be events of default (“Events of Default”) under this Agreement:

- A. Failure to complete any part of the Grant Activities within 18 months after the date of this Agreement.
- B. Any representation or warranty made by Grantee herein is false when made; or
- C. Any material breach or failure of Grantee to perform any material term or condition of this Agreement not specifically described as an Event of Default in this Agreement and such breach or failure continues for a period of thirty (30) days after the EDA has given written notice to Grantee specifying such default or breach, unless the EDA agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the EDA will not unreasonably withhold its consent to an extension of such time if Grantee institutes corrective action within the applicable period and is being diligently pursued until the Event of Default is corrected, but no such extension shall be given for an Event of Default that can be cured by the payment of money (i.e., payment of taxes, insurance premiums, or other amounts required to be paid hereunder).

6. EDA’s Remedy upon Grantee’s Default. Upon an Event of Default by Grantee and after provision by the EDA of written notice, the EDA shall have the right to suspend or terminate its performance under this Agreement. In addition, Grantee will be ineligible for future grants under the Program.

7. Indemnification.

- A. Grantee shall and does hereby agree to indemnify against and to hold the EDA, the City, and their officers, agents, and employees, harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against the EDA by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained herein;
  - B. This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the payment by the EDA of any portion of the Grant; and
  - C. Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which Grantee is entitled under law.
8. Miscellaneous.
- A. *Waiver.* The performance or observance of any promise or condition set forth in this Agreement may be waived, amended, or modified only by a writing signed by Grantee and the EDA. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.
  - B. *Assignment.* This Agreement shall be binding upon the parties, their successors, and assigns. All rights and powers specifically conferred upon the EDA may be transferred or delegated by the EDA to any of its successors and assigns. Grantee's rights and obligations under this Agreement may be assigned only when such assignment is approved in writing by the EDA, except that if such assignment is made to an affiliate or subsidiary of Grantee, Grantee may assign any of its rights or obligations to such affiliate or subsidiary upon written notice to the EDA.
  - C. *Governing Law.* This Agreement is made and shall be governed in all respects by the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in Benton County District Court, State of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
  - D. *Severability.* If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
  - E. *Notice.* All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To the EDA:       The Foley Economic Development Authority  
                          Attn: City Administrator  
                          251 Fourth Avenue North  
                          P.O. Box 709  
                          Foley, MN 56329

To Grantee: \_\_\_\_\_  
                          Attn: \_\_\_\_\_  
                          \_\_\_\_\_  
                          \_\_\_\_\_

- F.     *Termination.* Upon the date of receipt by the EDA of Grantee's written report on Grantee's expenditure of Grant proceeds, as described in paragraph 3(g) of this Agreement, this Agreement shall terminate, and neither party shall have any further obligation to the other.
  
- G.     *Entire Agreement.* This Agreement, together with the Grant Documents contained in Exhibit A, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning the Grant.
  
- H.     *Headings.* The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
  
- I.     *Recording.* In conjunction with this Agreement's execution, the EDA and Grantee shall execute and deliver a Memorandum of Agreement, substantially similar to **Exhibit C**, sufficient to give notice of this Agreement. This Memorandum of Agreement shall be recorded in the Benton County Recorder's Office, at Grantee's expense, within 30 days of this Agreement being executed.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized on the day and year first written above.

THE EDA:  
  
**THE FOLEY ECONOMIC DEVELOPMENT  
AUTHORITY**  
  
By: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA        )  
  )  SS  
COUNTY OF BENTON        )

The instrument was acknowledged before me on \_\_\_\_\_, 202\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of The Foley Economic Development Authority, a  
public body corporate and politic created pursuant to the Laws of Minnesota.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**(Legal Description)**

<insert legal description>

(Tax PID No. \_\_\_\_\_)

**EXHIBIT B**  
**(Grant Documents)**

**EXHIBIT C**  
**(Memorandum of Agreement)**



**MEMORANDUM OF AGREEMENT**

The Foley Economic Development Authority, a public body corporate and politic created pursuant to the Laws of Minnesota (the "EDA"), and \_\_\_\_\_, a Minnesota \_\_\_\_\_ (the "Grantee") entered into a Downtown Façade Improvement Program Grant Agreement dated effective \_\_\_\_\_, 202\_\_ ("Agreement"), regarding a portion of the property located in Benton County, Minnesota, which includes tax parcel number(s) \_\_\_\_\_, as described on the attached **Exhibit 1** ("Property").

This Memorandum is solely to serve as notice of record of the Agreement and not to alter, amend or counterpart the Agreement. In the event of any inconsistencies between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail as between the parties. This Memorandum is binding upon and shall inure to the benefit of the parties, their heirs, successors, assigns, executors and administrators of the parties.

The undersigned have caused this instrument to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**THE FOLEY ECONOMIC DEVELOPMENT  
AUTHORITY**

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

STATE OF MINNESOTA            )  
  ) SS  
COUNTY OF BENTON            )

The instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of The Foley Economic Development Authority, a public body corporate and politic created pursuant to the Laws of Minnesota.

\_\_\_\_\_  
Notary Public



**EXHIBIT 1**

**(Property Description)**

<insert legal description>

(Tax PID No. \_\_\_\_\_)

## **City of Foley Police Department**

# **Law Enforcement Services Agreement**

**This Agreement** is hereby made and entered into between **The Benton County Agricultural Society** (herein after referred to as First Party or Party) and the **City of Foley Police Department** (herein after referred as Office or Party). The purpose of this Agreement is to assist the First Party in providing the requested law enforcement services needed for special events and occurrences that take place within Benton County, Minnesota.

The effective date and duration of this agreement shall take effect on **August 2nd, 2022** and shall continue through **August 7th, 2022**.

The approximate times and number of personnel are: **(1) officer per day to assist with Safety and Security during the Benton County Fair, as scheduled by the Benton County Sheriff's Office Fair Commander**. The Agreement may be canceled at any time, with or without cause, by either Party upon notice to the other. In the event of cancellation of this Agreement, the First Party agrees to pay all costs for services provided to the point of cancellation and agrees to cease the operations of this event immediately.

The Office agrees to assign personnel, in consultation with the First Party, as deemed necessary and appropriate under the circumstance to provide law enforcement protection, to enforce peace and order, to enforce the laws of the State of Minnesota and to assist the First Party, in conformance with the rules, regulations and policies of the Office. The Office shall retain full authority to modify all personnel assignments as, in the judgment of the Police Chief or his / her designee, is necessary to meet any exigent circumstances within the City.

The First Party understands and agrees that the greater needs of the City, in the judgment of the Police Chief or his / her designee, shall have priority. It is further understood and agreed that if the Office does not have sufficient personnel to provide for any or all of the entire law enforcement requirements needed by the First Party and that the First Party will contract with other agencies, private or public, for additional security services. It is therefore expressly understood that the assistance contracted for by this Agreement shall be provided only if the Office can provide such assistance to the First



Party without unduly jeopardizing the law and order of police protection of the City.

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint venturers between the First Party and the Office or City of Foley. No tenure or any rights or benefits shall accrue from one party to the other under this Agreement.

The First Party understands that the City or the Office shall not in any way be liable for any claim based upon failure, for any reason, of the Office to provide assistance when requested by the First Party.

Each party agrees it will defend, indemnify and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages and expenses which either Party may herein after sustain, including but not limited to death, injury, or loss of equipment, which either party may incur or require either party pay any costs, damage, or expenses arising out of the other Party's performance or failure to adequately perform its obligations pursuant to this Agreement. This provision shall survive the termination to this Agreement. Nothing in the Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses for the Office.

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officer, employees, or volunteers.

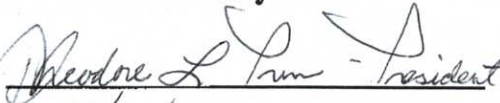
During the performance of this Agreement, each Party agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, sexual preference, creed or national origin be excluded from full employment rights or participation in, be denied the benefits of or otherwise subjected to discrimination under any applicable federal and state laws against discrimination.

In Consideration of the above, the First Party agrees to pay to the Office the costs incurred. The costs are related to the **City of Foley Police Department's** overtime rate of **\$75.00 per hour, per officer**. The First Party shall pay the Office for said costs, in full, within thirty (30) days of the receipt of the claim of said costs. In the event the Office is required to seek legal assistance to compel payment under this Agreement, the First Party agrees to pay all of the Office's legal expenses, including attorney's fees, costs and


disbursements.

By signing below, each Party hereby represents and affirms that he/she understands and agrees to the terms of this Agreement and has the authority to enter into this Agreement.

**For the First Party:**

  
\_\_\_\_\_  
4/12/24

**For the Office:**

  
\_\_\_\_\_

Chief Katie McMillin  
Foley Police Chief  
251 4<sup>th</sup> Avenue North  
Foley, MN 56329  
(320) 968-0800 / fax: (320) 968-0801

To the Foley Fire Department and Relief Association:

4-3-2024

I have been doing a lot of thinking the past year and it is with a heavy heart, I must retire from the Fire Department. I cannot begin to express how much I will miss the people and the comradery. I've seen a lot of things in 29 years. Changes in the Department and even getting razzed by some of your fathers that were on the same time I was. But do to certain physical conditions and surgeries coming up, I must leave and take care of them. I wish things were different, but I've been putting it off as long as I can. Most of you have seen the struggles and the pain and its something that needs to be taken care of. My last day will be May 17<sup>th</sup> 2024. I wish you all the best and may everyone stay safe and come home.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua N. Beutz". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joshua N. Beutz

**Bills List -May 2024**

|   |  |    |               |
|---|--|----|---------------|
| Gross Salaries                          | Payroll - 4/5/24   | \$ | 36,626.55     |
| EFTPS                                   | Federal Withholding  | \$ | 6,443.65      |
| MN Dept of Revenue                      | State Withholding  | \$ | 1,314.07      |
| State Treas. PERA                       | PERA   | \$ | 7,009.92      |
| Nationwide                              | Deferred Comp  | \$ | 1,167.52      |
| Pacific Life Ins                        | Deferred Comp/Roth IRA   | \$ | 90.00         |
| Further                                 | HSA Contribution   | \$ | 1,194.14      |
| MN Dept of Human Services               | Child Support Garnishments                                     | \$ | 329.48        |
|   |  |    |               |
| Gross Salaries                          | Payroll - 4/19/24  | \$ | 38,247.38     |
| EFTPS                                   | Federal Withholding  | \$ | 6,573.80      |
| MN Dept of Revenue                      | State Withholding  | \$ | 1,363.32      |
| State Treas. PERA                       | PERA   | \$ | 7,476.41      |
| Nationwide                              | Deferred Comp  | \$ | 1,171.27      |
| Pacific Life Ins                        | Deferred Comp/Roth IRA   | \$ | 90.00         |
| Further                                 | HSA Contribution   | \$ | 1,294.14      |
| MN Dept of Human Services               | Child Support Garnishments                                     | \$ | 329.48        |
| LELS                                    | PD Union Dues  | \$ | 211.50        |
|   |  |    |               |
| Gross Salaries                          | Payroll - 5/3/24   | \$ | 38,586.20     |
| EFTPS                                   | Federal Withholding  | \$ | 6,670.65      |
| MN Dept of Revenue                      | State Withholding  | \$ | 1,402.89      |
| State Treas. PERA                       | PERA   | \$ | 7,588.01      |
| Nationwide                              | Deferred Comp  | \$ | 1,167.52      |
| Pacific Life Ins                        | Deferred Comp/Roth IRA   | \$ | 90.00         |
| Further                                 | HSA Contribution   | \$ | 1,294.14      |
| MN Dept of Human Services               | Child Support Garnishments                                     | \$ | 329.48        |
|   |  |    |               |
| <b>Already Paid 5/7/2024</b>            |  |    |               |
| Cloudnet                                | 04/24 Server Fee   | \$ | 10.00         |
| Sun Life Financial                      | 4/24 Employee LTD  | \$ | 291.37        |
| East Central Electric                   | 04/24 Utilities and Power to Compost site                      | \$ | 5,218.58      |
| First Bank of Omaha                     | 04/24 CC invoice   | \$ | 875.96        |
| Ecker, Peggie                           | Overpayment Water-Sewer  | \$ | 128.82        |
|   |  |    |               |
|   |  |    | \$ 174,586.25 |
|   |  |    |               |
| <b>To Be Paid 5/7/2024</b>              |  |    |               |
| Accurate Radar Specialties              | PD vehicle Calibration of Radar Unit                           | \$ | 105.00        |
| AllSpec Services                        | 04/24 Inspection Fee   | \$ | 9,357.60      |
| Auto Value                              | PW Street Maint  | \$ | 258.23        |
| BCA Training                            | DMT-G Cert training -Cody                                      | \$ | 375.00        |
| Benton County                           | Housing Study  | \$ | 5,000.00      |
| Benton County Attorney                  | 03/24 Legal Fee's  | \$ | 539.00        |
| Benton County Auditor-Treasurer         | Misc taxes   | \$ | 1,198.00      |
| Benton County Highway Dept              | 03/24 PD Fuel  | \$ | 1,015.46      |
| Bound Tree                              | FD supplies  | \$ | 188.93        |
| Central McGowan                         | PD Cylinder rental   | \$ | 78.38         |
| Cintas                                  | Uniforms   | \$ | 376.36        |
| City of St Cloud                        | 02/24 St Cloud Capital Charges                                 | \$ | 16,654.13     |
| Coborns                                 | election supplies  | \$ | 62.01         |
| Compass Minerals                        | Bulk Street Highway Coarse                                     | \$ | 4,595.10      |
| CORE Professional's                     | Emp Eval - Anton & Lind  | \$ | 600.00        |
| Ferguson Waterworks                     | 4 Water Meters and Flg Kit                                     | \$ | 5,372.16      |
| Flow                                    | Meter Maint  | \$ | 782.00        |
| Foley Collision Center Inc              | 21 PD Tahoe squad repair                                       | \$ | 12,968.41     |
| Foley Hardware Company                  | Maint Supplies - FD, parks and City Hall                       | \$ | 103.93        |
| Further                                 | 4/24 Emplr & Empee H S A contribution and Fee                  | \$ | 830.35        |
| Galls                                   | PD Uniforms -Lind, Pausch,Anton, Skluzacek, Kothman            | \$ | 644.07        |
| Geislinger and Sons                     | Wastewater Expansion Pay App # 17                              | \$ | 264,644.55    |
| Gopher State One Call                   | 03/24 Email Tickets  | \$ | 20.25         |
| Granite Electronics                     | PW Supplies  | \$ | 165.50        |
| Handyman's Hardware                     | Pool supplies  | \$ | 5.99          |
| Handyman's Hardware                     | Sewer equipment  | \$ | 26.93         |
| Hawkins                                 | Water Maint  | \$ | 460.52        |
| Health Partners                         | 04/24 Non-Member EAP   | \$ | 21.00         |
| HealthPartners                          | 05/24 Employee Health Insurance                                | \$ | 16,710.59     |
| Interstate All Batteries Center         | PD Supplies  | \$ | 18.00         |
| K & K Tire                              | Squad car maint 2019 Chev Tahoe                                | \$ | 1,781.91      |
| Locators and Supplies                   | PW Supplies  | \$ | 247.50        |
| Marco                                   | 04/24 Copies Lease   | \$ | 271.51        |
| Mimbach Fleet Supply                    | Street Supplies  | \$ | 419.98        |
| MN Department of Revenue                | 03/24 Water Sales and Usage                                    | \$ | 410.00        |
| Revtrak                                 | 03/24 CC fee's   | \$ | 1,737.55      |
| Rinke Noonan                            | 03/204 Gen Legal, Xcel Franchise, Southside Housing, Henry's   | \$ | 1,840.50      |
| RMB Environmental Laboratories          | WW Analysis  | \$ | 629.09        |
| RMB Laboratories                        | Water and Sewer Analysis                                       | \$ | 1,065.90      |
| Security Lock Technologies              | 2024/2025 Security Alarm system, FD, PD and City Hall          | \$ | 968.00        |
| Shift Technologies                      | 04/24 AntiSpam & 2025 Offsite Backup, PD, PW and CH IT issu    | \$ | 8,086.80      |
| Short Elliott Hendrickson               | 2025 improvements, Southside Housing, Henry Billable, Water Tr | \$ | 13,755.00     |
| Silversmith data                        | GPS Marking System   | \$ | 2,700.00      |
| Staples                                 | Public Works and City Hall Supplies                            | \$ | 153.17        |
| Star Publications                       | 2024 Resource Guide and 03/24 Publications                     | \$ | 259.46        |
| Sun Life Assurance                      | 4/24 Employee LTD  | \$ | 299.65        |
| The ACLS Company                        | 04/24 EMR and CPR Refresher                                    | \$ | 3,000.00      |
| Torrey Lewandowski                      | 23/24 Snow plowing   | \$ | 114.75        |
| Travis Janson                           | 23/24 Snow plowing   | \$ | 188.50        |
| Tri-County Humane Society               | 01/24 Animal Surrender   | \$ | 75.00         |
| TriMark                                 | City Hall Cleaning Supplies                                    | \$ | 368.41        |
| USable Life                             | 05/24 Life Insurance   | \$ | 281.00        |
| USPS                                    | 1st class postage reg fee                                      | \$ | 320.00        |
| Van Meter                               | Shop Supplies  | \$ | 323.34        |
| Verizon                                 | FD,PD,PW 4/24 Cell phone                                       | \$ | 397.80        |
| Wex Bank                                | 04/24 PW and FD Fuel   | \$ | 1,960.70      |
| Williams Integracare Clinic             | PD Evaluations Anton & Lind                                    | \$ | 792.00        |
| Xcel Energy                             | Utilities  | \$ | 5,877.31      |
| ZollMedical Corporation                 | FD Supplies  | \$ | 112.84        |
|   |  |    |               |
|   |  |    | \$ 500,355.17 |
|   |  |    |               |
| <b>Additional To Be Paid - 5/7/2024</b> |  |    |               |
|   |  |    |               |
|   |  |    | \$ 500,355.17 |





Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

5/1/2024

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

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

Dear Sarah,

Please find enclosed Payment Estimate No. 17 for the above referenced project. The estimate includes work completed through April 30<sup>th</sup>. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Geislinger & Sons, Inc., one copy to me for our records, and retain one for yourself.

Please contact me if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

**Jared Voge, P.E.**  
Principal Engineer

**Contractor's Application for Payment**


|  |  |
|--|--|
| <b>Owner:</b> <u>City of Foley</u>                                   | <b>Owner's Project No.:</b> _____                |
| <b>Engineer:</b> <u>Bolton &amp; Menk, Inc.</u>                      | <b>Engineer's Project No.:</b> <u>R21.120226</u> |
| <b>Contractor:</b> <u>Geislinger and Sons, Inc.</u>                  | <b>Agency's Project No.:</b> _____               |
| <b>Project:</b> <u>Wastewater Regionalization Project</u>            |  |
| <b>Contract:</b> <u>Wastewater Regionalization Project</u>           |  |
| <b>Application No.:</b> <u>17</u>                                    | <b>Application Date:</b> <u>4/30/2024</u>        |
| <b>Application Period:</b> From <u>1/20/2024</u> to <u>4/26/2024</u> |  |


|  |    |               |
|--|----|---------------|
| 1. Original Contract Price   | \$ | 16,548,705.51 |
| 2. Net change by Change Orders   | \$ | 546,569.88    |
| 3. Current Contract Price (Line 1 + Line 2)  | \$ | 17,095,275.39 |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 15,103,880.08 |
| 5. Retainage   |    |               |
| a. <u>5%</u> X <u>\$ 15,103,880.08</u> Work Completed  | \$ | 755,194.00    |
| b. <u>5%</u> X <u>\$ -</u> Stored Materials  | \$ | -             |
| c. Total Retainage (Line 5.a + Line 5.b)   | \$ | 755,194.00    |
| 6. Amount eligible to date (Line 4 - Line 5.c)   | \$ | 14,348,686.08 |
| 7. Less previous payments  | \$ | 14,084,041.53 |
| 8. Amount due this application   | \$ | 264,644.55    |
| 9. Balance to finish, including retainage (Line 3 - Line 4)  | \$ | 1,991,395.31  |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

|  |                                      |
|--|--------------------------------------|
| <b>Contractor:</b> <u>Geislinger and Sons, Inc.</u>  |                                      |
| <b>Signature:</b> <u></u> | <b>Date:</b> <u>5-1-24</u>           |
| <b>Name:</b> <u>Matt Geislinger</u>  | <b>Title:</b> <u>Project Manager</u> |

|   |                          |
|---|--------------------------|
| <b>Recommended by Engineer</b>  | <b>Approved by Owner</b> |
| <b>By:</b> <u></u> | <b>By:</b> _____         |
| <b>Name:</b> <u>Jared Voge, P.E.</u>  | <b>Name:</b> _____       |
| <b>Title:</b> <u>Principal Engineer</u>   | <b>Title:</b> _____      |
| <b>Date:</b> <u>5/1/2024</u>  | <b>Date:</b> _____       |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

| Application No.: 17 |  | Application Period: From 01/20/24 to 04/26/24 |                      | Application Date: 04/30/24 |                                |                            |                         |   |  |  |  |                                |                                |
|---------------------|--|---|----------------------|----------------------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|
| A                   | B  | C   | D                    | E                          | F                              | F1                         | F2                      | G   | H  | I  | J  | K                              | L                              |
| Bid Item No.        | Description  | Item Quantity                                 | Contract Information |                            |                                | Previous Estimate          |                         | Work Completed                              |  | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
|                     |  |   | Units                | Unit Price (\$)            | Value of Bid Item (C X E) (\$) | Quantity Previous Estimate | Value Previous Estimate | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |  |  |                                |                                |
| Original Contract   |  |   |                      |                            |                                |                            |                         |   |  |  |  |                                |                                |
| 1                   | MOBILIZATION                                       | 1.00  | LUMP SUM             | 570,000.00                 | 570,000.00                     | 0.88                       | 501,600.00              | 0.88  | 501,600.00                                   |  | 501,600.00   | 88%                            | 68,400.00                      |
| 2                   | CLEARING AND GRUBBING                              | 1.70  | ACRE                 | 31,000.00                  | 52,700.00                      | 2.83                       | 87,730.00               | 3.60  | 111,600.00                                   |  | 111,600.00   | 212%                           | (58,900.00)                    |
| 3                   | CLEARING AND GRUBBING                              | 27.00   | TREE                 | 1,100.00                   | 29,700.00                      | 48.00                      | 52,800.00               | 49.00                                       | 53,900.00                                    |  | 53,900.00  | 181%                           | (24,200.00)                    |
| 4                   | DECOMMISSION BIRCH LIFT STATION                    | 1.00  | LUMP SUM             | 7,500.00                   | 7,500.00                       | -                          | -                       | -   | -  |  | -  | -                              | 7,500.00                       |
| 5                   | SALVAGE AND REINSTALL SIGN                         | 14.00   | EACH                 | 510.00                     | 7,140.00                       | 45.00                      | 22,950.00               | 45.00                                       | 22,950.00                                    |  | 22,950.00  | 321%                           | (15,810.00)                    |
| 6                   | SALVAGE AND REINSTALL PIPE CULVERT                 | 252.00  | LIN FT               | 20.00                      | 5,040.00                       | 523.00                     | 10,460.00               | 523.00                                      | 10,460.00                                    |  | 10,460.00  | 208%                           | (5,420.00)                     |
| 7                   | AGGREGATE SURFACING FROM STOCKPILE (CV)            | 4,164.00                                      | CU YD                | 21.00                      | 87,444.00                      | 225.00                     | 4,725.00                | 225.00                                      | 4,725.00                                     |  | 4,725.00   | 5%                             | 82,719.00                      |
| 8                   | DEWATERING   | 1.00  | LUMP SUM             | 0.01                       | 0.01                           | 1.00                       | 0.01                    | 1.00  | 0.01   |  | 0.01   | 100%                           | -                              |
| 9                   | GEOTEXTILE FABRIC, TYPE 5                          | 8,053.00                                      | SQ YD                | 2.00                       | 16,106.00                      | 14,149.00                  | 28,298.00               | 14,149.00                                   | 28,298.00                                    |  | 28,298.00  | 176%                           | (12,192.00)                    |
| 10                  | COMMON EXCAVATION (P)                              | 4,082.00                                      | CU YD                | 15.00                      | 61,230.00                      | 4,082.00                   | 61,230.00               | 4,082.00                                    | 61,230.00                                    |  | 61,230.00  | 100%                           | -                              |
| 11                  | AGGREGATE SURFACING, CLASS 2 (CV)                  | 908.00  | CU YD                | 50.00                      | 45,400.00                      | 827.00                     | 41,350.00               | 827.00                                      | 41,350.00                                    |  | 41,350.00  | 91%                            | 4,050.00                       |
| 12                  | AGGREGATE SURFACING, CLASS 5 (CV)                  | 1,519.00                                      | CU YD                | 40.00                      | 60,760.00                      | 1,257.30                   | 50,292.00               | 1,257.30                                    | 50,292.00                                    |  | 50,292.00  | 83%                            | 10,468.00                      |
| 13                  | AGGREGATE BASE, CLASS 5 (CV)                       | 2,747.00                                      | CU YD                | 35.00                      | 96,145.00                      | 3,068.56                   | 107,399.60              | 3,068.56                                    | 107,399.60                                   |  | 107,399.60   | 112%                           | (11,254.60)                    |
| 14                  | BITUMINOUS PATCH - DRIVEWAY                        | 450.00  | SQ YD                | 90.00                      | 40,500.00                      | 470.50                     | 42,345.00               | 470.50                                      | 42,345.00                                    |  | 42,345.00  | 105%                           | (1,845.00)                     |
| 15                  | BITUMINOUS PATCH - STREET                          | 796.00  | SQ YD                | 85.00                      | 67,660.00                      | 310.50                     | 26,392.50               | 310.50                                      | 26,392.50                                    |  | 26,392.50  | 39%                            | 41,267.50                      |
| 16                  | 12" PIPE APRON                                     | 4.00  | EACH                 | 250.00                     | 1,000.00                       | 4.00                       | 1,000.00                | 4.00  | 1,000.00                                     |  | 1,000.00   | 100%                           | -                              |
| 17                  | 15" PIPE APRON                                     | 6.00  | EACH                 | 310.00                     | 1,860.00                       | 10.00                      | 3,100.00                | 10.00                                       | 3,100.00                                     |  | 3,100.00   | 167%                           | (1,240.00)                     |
| 18                  | 18" PIPE APRON                                     | 4.00  | EACH                 | 375.00                     | 1,500.00                       | -                          | -                       | -   | -  |  | -  | -                              | 1,500.00                       |
| 19                  | 24" PIPE APRON                                     | 4.00  | EACH                 | 525.00                     | 2,100.00                       | 4.00                       | 2,100.00                | 4.00  | 2,100.00                                     |  | 2,100.00   | 100%                           | -                              |
| 20                  | 30" PIPE APRON                                     | 1.00  | EACH                 | 950.00                     | 950.00                         | -                          | -                       | -   | -  |  | -  | -                              | 950.00                         |
| 21                  | 12" PIPE CULVERT                                   | 80.00   | LIN FT               | 30.00                      | 2,400.00                       | 76.00                      | 2,280.00                | 76.00                                       | 2,280.00                                     |  | 2,280.00   | 95%                            | 120.00                         |
| 22                  | 15" PIPE CULVERT                                   | 76.00   | LIN FT               | 32.00                      | 2,432.00                       | 180.00                     | 5,760.00                | 180.00                                      | 5,760.00                                     |  | 5,760.00   | 237%                           | (3,328.00)                     |
| 23                  | 18" PIPE CULVERT                                   | 143.00  | LIN FT               | 36.00                      | 5,148.00                       | -                          | -                       | -   | -  |  | -  | -                              | 5,148.00                       |
| 24                  | 24" PIPE CULVERT                                   | 282.00  | LIN FT               | 45.00                      | 12,690.00                      | 284.00                     | 12,780.00               | 284.00                                      | 12,780.00                                    |  | 12,780.00  | 101%                           | (90.00)                        |
| 25                  | 30" PIPE CULVERT                                   | 20.00   | LIN FT               | 65.00                      | 1,300.00                       | -                          | -                       | -   | -  |  | -  | -                              | 1,300.00                       |
| 26                  | CONNECT TO EXISTING SANITARY MAIN                  | 8.00  | EACH                 | 7,500.00                   | 60,000.00                      | 3.00                       | 22,500.00               | 3.00  | 22,500.00                                    |  | 22,500.00  | 38%                            | 37,500.00                      |
| 27                  | 8" SANITARY SEWER PIPE                             | 221.00  | LIN FT               | 125.00                     | 27,625.00                      | -                          | -                       | -   | -  |  | -  | -                              | 27,625.00                      |
| 28                  | 12" SANITARY SEWER PIPE                            | 1,995.00                                      | LIN FT               | 135.00                     | 269,325.00                     | 1,767.00                   | 238,545.00              | 1,767.00                                    | 238,545.00                                   |  | 238,545.00   | 89%                            | 30,780.00                      |
| 29                  | 15" SANITARY SEWER PIPE                            | 285.00  | LIN FT               | 140.00                     | 39,900.00                      | 289.00                     | 40,460.00               | 289.00                                      | 40,460.00                                    |  | 40,460.00  | 101%                           | (560.00)                       |
| 30                  | 18" SANITARY SEWER PIPE                            | 40.00   | LIN FT               | 165.00                     | 6,600.00                       | 15.00                      | 2,475.00                | 15.00                                       | 2,475.00                                     |  | 2,475.00   | 38%                            | 4,125.00                       |
| 31                  | 27" SANITARY SEWER PIPE                            | 38.00   | LIN FT               | 250.00                     | 9,500.00                       | 47.00                      | 11,750.00               | 47.00                                       | 11,750.00                                    |  | 11,750.00  | 124%                           | (2,250.00)                     |
| 32                  | FORCE MAIN (MIN. I.D. 11.65 INCHES)                | 70,839.00                                     | LIN FT               | 100.00                     | 7,083,900.00                   | 71,024.00                  | 7,102,400.00            | 71,024.00                                   | 7,102,400.00                                 |  | 7,102,400.00   | 100%                           | (18,500.00)                    |
| 33                  | 24" CASING (MIN. DIAM)                             | 374.00  | LIN FT               | 250.00                     | 93,500.00                      | 354.00                     | 88,500.00               | 354.00                                      | 88,500.00                                    |  | 88,500.00  | 95%                            | 5,000.00                       |
| 34                  | TRENCHLESS FORCE MAIN - (MIN. I.D. 11.65 INCHES)   | 10,692.00                                     | LIN FT               | 115.00                     | 1,229,580.00                   | 10,129.00                  | 1,164,835.00            | 10,129.00                                   | 1,164,835.00                                 |  | 1,164,835.00   | 95%                            | 64,745.00                      |
| 35                  | TRENCHLESS FORCE MAIN & CASING-SIMULTANEOUS PULL-  | 1,386.00                                      | LIN FT               | 250.00                     | 346,500.00                     | 971.00                     | 242,750.00              | 971.00                                      | 242,750.00                                   |  | 242,750.00   | 70%                            | 103,750.00                     |
| 36                  | TRENCHLESS 30" CASING (DIRECTIONAL DRILL)          | 110.00  | LIN FT               | 850.00                     | 93,500.00                      | 95.10                      | 80,833.30               | 95.10                                       | 80,833.30                                    |  | 80,833.30  | 86%                            | 12,666.70                      |
| 37                  | GATE VALVE AND BOX                                 | 12.00   | EACH                 | 5,500.00                   | 66,000.00                      | 9.00                       | 49,500.00               | 9.00  | 49,500.00                                    |  | 49,500.00  | 75%                            | 16,500.00                      |
| 38                  | METERING & OUTFALL MANHOLES - FOLEY                | 1.00  | LUMP SUM             | 40,000.00                  | 40,000.00                      | 1.00                       | 40,000.00               | 1.00  | 40,000.00                                    |  | 40,000.00  | 100%                           | -                              |
| 39                  | METERING MANHOLE - SAUK RAPIDS                     | 1.00  | LUMP SUM             | 45,000.00                  | 45,000.00                      | 1.00                       | 45,000.00               | 1.00  | 45,000.00                                    |  | 45,000.00  | 100%                           | -                              |
| 40                  | CONSTRUCT 8" OUTSIDE DROP                          | 4.30  | LIN FT               | 650.00                     | 2,795.00                       | -                          | -                       | -   | -  |  | -  | -                              | 2,795.00                       |
| 41                  | CONSTRUCT SANITARY SEWER MANHOLE - DESIGN 4007 48" | 178.00  | LIN FT               | 550.00                     | 97,900.00                      | 110.35                     | 60,692.50               | 110.35                                      | 60,692.50                                    |  | 60,692.50  | 62%                            | 37,207.50                      |
| 42                  | CONSTRUCT SANITARY SEWER MANHOLE - 60" DESIGN      | 23.90   | LIN FT               | 650.00                     | 15,535.00                      | 25.90                      | 16,835.00               | 25.90                                       | 16,835.00                                    |  | 16,835.00  | 108%                           | (1,300.00)                     |
| 43                  | FIBERGLASS-REINFORCED MANHOLE                      | 1.00  | EACH                 | 40,000.00                  | 40,000.00                      | 1.00                       | 40,000.00               | 1.00  | 40,000.00                                    |  | 40,000.00  | 100%                           | -                              |
| 44                  | CASTING ASSEMBLY                                   | 14.00   | EACH                 | 1,000.00                   | 14,000.00                      | 7.00                       | 7,000.00                | 7.00  | 7,000.00                                     |  | 7,000.00   | 50%                            | 7,000.00                       |
| 45                  | AIR & VACUUM RELEASE MANHOLE                       | 42.00   | EACH                 | 25,000.00                  | 1,050,000.00                   | 42.00                      | 1,050,000.00            | 42.00                                       | 1,050,000.00                                 |  | 1,050,000.00   | 100%                           | -                              |
| 46                  | LOCATE EXISTING UTILITY                            | 468.00  | EACH                 | 125.00                     | 58,500.00                      | 180.00                     | 22,500.00               | 180.00                                      | 22,500.00                                    |  | 22,500.00  | 38%                            | 36,000.00                      |
| 47                  | CONSTRUCT LIFT STATION - BROADWAY                  | 1.00  | LUMP SUM             | 350,000.00                 | 350,000.00                     | 0.90                       | 315,000.00              | 0.90  | 315,000.00                                   |  | 315,000.00   | 90%                            | 35,000.00                      |
| 48                  | BROADWAY LIFT STATION ELECTRICAL, GENERATOR, &     | 1.00  | LUMP SUM             | 125,000.00                 | 125,000.00                     | 0.40                       | 50,000.00               | 0.90  | 112,500.00                                   |  | 112,500.00   | 90%                            | 12,500.00                      |
| 49                  | CONSTRUCT LIFT STATION - GOLF                      | 1.00  | LUMP SUM             | 400,000.00                 | 400,000.00                     | 1.00                       | 400,000.00              | 1.00  | 400,000.00                                   |  | 400,000.00   | 100%                           | -                              |

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

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

|                  |    |                     |                           |                   |          |
|------------------|----|---------------------|---------------------------|-------------------|----------|
| Application No.: | 17 | Application Period: | From 01/20/24 to 04/26/24 | Application Date: | 04/30/24 |
|------------------|----|---------------------|---------------------------|-------------------|----------|

| A                               | B  | C                    | D         | E               | F                              | F1                         | F2                      | G   | H  | I  | J  | K                              | L                              |
|---------------------------------|--|----------------------|-----------|-----------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|
| Bid Item No.                    | Description  | Contract Information |           |                 |                                | Previous Estimate          |                         | Work Completed                              |  | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
|                                 |  | Item Quantity        | Units     | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Quantity Previous Estimate | Value Previous Estimate | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |  |  |                                |                                |
| 50                              | GOLF LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS  | 1.00                 | LUMP SUM  | 140,000.00      | 140,000.00                     | 0.60                       | 84,000.00               | 0.90  | 126,000.00                                   |  | 126,000.00   | 90%                            | 14,000.00                      |
| 51                              | CONSTRUCT LIFT STATION - MAIN                        | 1.00                 | LUMP SUM  | 500,000.00      | 500,000.00                     | 1.00                       | 500,000.00              | 1.00  | 500,000.00                                   |  | 500,000.00   | 100%                           | -                              |
| 52                              | MAIN LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS  | 1.00                 | LUMP SUM  | 140,000.00      | 140,000.00                     | 0.50                       | 70,000.00               | 0.90  | 126,000.00                                   |  | 126,000.00   | 90%                            | 14,000.00                      |
| 53                              | LIFT STATION ALTERATIONS - LANGE                     | 1.00                 | LUMP SUM  | 200,000.00      | 200,000.00                     | -                          | -                       | -   | -  |  | -  | -                              | 200,000.00                     |
| 54                              | LANGE LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS | 1.00                 | LUMP SUM  | 55,000.00       | 55,000.00                      | -                          | -                       | -   | -  |  | -  | -                              | 55,000.00                      |
| 55                              | CONSTRUCT ODOR CONTROL BUILDING                      | 1.00                 | LUMP SUM  | 600,000.00      | 600,000.00                     | 0.97                       | 582,000.00              | 1.00  | 600,000.00                                   |  | 600,000.00   | 100%                           | -                              |
| 56                              | ODOR CONTROL BUILDING ELECTRICAL & CONTROLS          | 1.00                 | LUMP SUM  | 50,000.00       | 50,000.00                      | 0.45                       | 22,500.00               | 0.85  | 42,500.00                                    |  | 42,500.00  | 85%                            | 7,500.00                       |
| 57                              | PUBLIC WORKS SCADA/ELECTRICAL & PROGRAMMING          | 1.00                 | LUMP SUM  | 51,000.00       | 51,000.00                      | -                          | -                       | 1.00  | 51,000.00                                    |  | 51,000.00  | 100%                           | -                              |
| 58                              | CHAIN LINK FENCE                                     | 427.00               | LIN FT    | 50.00           | 21,350.00                      | 427.00                     | 21,350.00               | 427.00                                      | 21,350.00                                    |  | 21,350.00  | 100%                           | -                              |
| 59                              | TRAFFIC CONTROL                                      | 1.00                 | LUMP SUM  | 50,000.00       | 50,000.00                      | 0.90                       | 45,000.00               | 0.90  | 45,000.00                                    |  | 45,000.00  | 90%                            | 5,000.00                       |
| 60                              | EROSION AND SEDIMENT CONTROL                         | 1.00                 | LUMP SUM  | 60,000.00       | 60,000.00                      | 0.78                       | 46,800.00               | 0.78  | 46,800.00                                    |  | 46,800.00  | 78%                            | 13,200.00                      |
| 61                              | RIPRAP, CLASS III                                    | 178.00               | CU YD     | 65.00           | 11,570.00                      | 46.21                      | 3,003.65                | 46.21                                       | 3,003.65                                     |  | 3,003.65   | 26%                            | 8,566.35                       |
| 62                              | SEED 25-141, FERTILIZER, HYDRAULIC MATRIX            | 305,376.00           | SQ YD     | 0.50            | 152,688.00                     | 313,704.19                 | 156,852.10              | 313,704.19                                  | 156,852.10                                   |  | 156,852.10   | 103%                           | (4,164.10)                     |
| 63                              | SEED 25-141, FERTILIZER, EROSION CONTROL BLANKET     | 54,312.00            | SQ YD     | 2.50            | 135,780.00                     | 24,343.04                  | 60,857.60               | 24,343.04                                   | 60,857.60                                    |  | 60,857.60  | 45%                            | 74,922.40                      |
| 64                              | SEED 34-171  | 39,905.00            | SQ YD     | 0.50            | 19,952.50                      | 9,472.50                   | 4,736.25                | 9,472.50                                    | 4,736.25                                     |  | 4,736.25   | 24%                            | 15,216.25                      |
| 65                              | GENERAL CONSTRUCTION ALLOWANCE                       | 1.00                 | ALLOWANCE | 120,000.00      | 120,000.00                     | 0.50                       | 60,358.80               | 0.50  | 60,358.80                                    |  | 60,358.80  | 50%                            | 59,641.20                      |
| 66                              | COMPUTER ALLOWANCE                                   | 1.00                 | ALLOWANCE | 10,000.00       | 10,000.00                      | -                          | -                       | -   | -  |  | -  | -                              | 10,000.00                      |
| 67                              | ST. CLOUD FLOW METERING ALLOWANCE                    | 1.00                 | ALLOWANCE | 500,000.00      | 500,000.00                     | 1.00                       | 500,000.00              | 1.00  | 500,000.00                                   |  | 500,000.00   | 100%                           | -                              |
| 68                              | UTILITY SERVICE ALLOWANCE                            | 1.00                 | ALLOWANCE | 400,000.00      | 400,000.00                     | 0.46                       | 182,408.00              | 0.46  | 182,408.00                                   |  | 182,408.00   | 46%                            | 217,592.00                     |
| A.1                             | JACK & AUGER 24" CASING (MIN DIAM) & FORCE MAIN      | 490.00               | LIN FT    | 1,200.00        | 588,000.00                     | 243.41                     | 292,095.60              | 243.41                                      | 292,095.60                                   |  | 292,095.60   | 50%                            | 295,904.40                     |
| <b>Original Contract Totals</b> |  |                      |           |                 | <b>\$ 16,548,705.51</b>        |                            | <b>\$ 14,788,129.91</b> |   | <b>\$ 15,062,599.91</b>                      | <b>\$ -</b>                                | <b>\$ 15,062,599.91</b>                                  | <b>91%</b>                     | <b>\$ 1,486,105.60</b>         |



**Stored Materials Summary**

**Contractor's Application for Payment**

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

Application No.: 17 Application Period: From 01/20/24 to 04/26/24 Application Date: 04/30/24

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

**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 CFR 35.6(e)(1)(i) Clean Water State Revolving Fund projects and 31 CFR 35.6(e)(1)(v) Drinking water projects to support increased population, 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, [sbrunn@ci.foley.mn.us](mailto:sbrunn@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.

**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 not 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 original, 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 certified 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**

**CITY OF FOLEY**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

**EXHIBIT A**

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

|        |   |   |
|--------|---|---|
| (i)    | Subrecipient Name   | City of Foley, MN   |
| (ii)   | Subrecipient Unique Entity Identifier:  | YDW9H9DD8BJ5  |
| (iii)  | Federal Award Identification Number:  | 095961041   |
| (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<br>County Administrator<br>531 Dewey Street<br>Foley, MN 56329<br>mheadley@co.benton.mn.us |
| (xii)  | Assistance Listing Number and Name:   | CFDA 21.027 Coronavirus<br>State and Local Fiscal<br>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.



# City of Foley

251 4<sup>th</sup> Avenue North • P.O. Box 709  
Foley, Minnesota 56329  
(320) 968-7260 • Fax (320) 968-6325

March 29, 2024

Benton County  
Attn: Monty Headley, County Administrator  
P.O. Box 129  
Foley, MN 56329

Re: City of Foley ARPA Funds Agreement

Dear Mr. Headley:

The City of Foley thanks the county for consideration of the transfer of ARPA funds to be used towards water and sewer infrastructure expansion in the City of Foley.

The City of Foley is in dire need of additional housing units and based on the recent housing study is working on plans to add lots. Foley currently is in the process of surveying and will be completing a wetland delineation and platting of property located on the south end of town along County Road 51. This property is currently city-owned and can provide for approximately 50 single and multi-family (townhome) residential lots.

The estimated costs to build out water, sewer, street and storm sewer infrastructure for these lots is estimated around \$3.6 million. This would result in an average lot cost of around \$70,000 for infrastructure. The City intends to utilize transferred county ARPA funds to subsidize the water and sewer infrastructure costs in order to make the lot prices affordable for new home construction. In addition, the City of Foley will match all contributed county dollars 1:1 by also contributing to the infrastructure costs.

In addition, land is currently being marketed on the north end of Foley near the Foley School system. The City would extend the same offering of subsidizing infrastructure costs to this development if a plan is presented and approved by the City and they are able to meet the strict timelines of using the ARPA funding and as funding allows.

Enclosed with this letter is Exhibit A which is a rough concept of the proposed southside development. This is subject to alterations depending on the findings of the wetland delineation and final platting. The council authorized a contract for the wetland delineation, concept design and property plat at their February meeting. The estimated budget is also included in Exhibit B with more specifics being provided as the contracted tasks are completed. The project proposed by the City meets the requirements of 31 CFR 35.6(e)(1)(i) Clean Water State Revolving Fund projects and 31 CFR 35.6(e)(1)(v) Drinking water projects to support increased population.

Sincerely,

A handwritten signature in cursive script that reads "Sarah A. Brunn".

Sarah A. Brunn  
City Administrator

Enclosures

*Welcoming You . . . Welcoming the Future*

**Exhibit D Project Budget**

**Preliminary Cost Estimates for Southside Housing Infrastructure**

|                       |                       |
|-----------------------|-----------------------|
| <b>STREET</b>         | <b>\$1,506,549.78</b> |
| <b>STORM SEWER</b>    | <b>\$763,258.40</b>   |
| <b>WATER MAIN</b>     | <b>\$668,100.00</b>   |
| <b>SANITARY SEWER</b> | <b>\$670,025.70</b>   |
| <b>TOTAL</b>          | <b>\$3,607,933.88</b> |

SMO  
fence  
reference p. 3

## SECTION 6 FENCES

### **Subdivision 1: PURPOSE.**

The purpose of this Section is to regulate fences in the City, to prevent fences being erected that would be a hazard to the public, or an unreasonable interference with the use and enjoyment of neighboring property and are compatible with existing land uses and other zoning restrictions.

### **Subdivision 2: FENCE PERMIT**

1. **Permit.** No person may construct, erect or cause to be constructed or erected any Fence within the City without first obtaining a Fence permit from the City Building Inspector.
2. **Application.** Every Fence permit application must contain a plot plan clearly describing the proposed Fence's type, location, construction materials, height, proximity to lot lines, anchoring methods and any other information the Building Inspector reasonably requires.
3. **Fee.** Each applicant must pay a Fence permit fee the City Council establishes by resolution.

### **Subdivision 3. FENCE REGULATIONS.**

Fences are permitted in all yards, subject to the following:

1. **Residential Districts.**
  - A. **Height.** Fences may not exceed six (6) feet above adjacent-ground grade.
  - B. **Within Lot Boundaries.** Fences and all supporting structure must be completely within the boundaries of the owner's lot.

- C. Front Corner Fences. All Fences erected to the front of the front corner of a dwelling can be no more than forty-eight (48) inches in height for Open Fences and thirty (30) inches in height for Solid Fences.
  - D. Corner Lot Fences. Fences erected on a corner lot must have two fronts.
  - E. Property Line Setback. A Fence within two (2) feet of the property line will require the abutting neighbor's consent.
- 2. Corner Lot Limitations. No Fence, wall, structure, hedge, shrubs, trees or other obstruction, other than chain link fences with openings of 1 5/8" to 2" not exceeding 48" in height, may be erected, established or maintained on a corner lot within a triangular area bounded by the lot lines and a line connecting points on each lot line twenty (20) feet from the intersection of the lot lines. An object within this area not exceeding thirty (30") inches in height as measured from the centerline elevation of the street will not be considered as an obstruction to vision. Fences that will obstruct or impede the clear view of an intersection by approaching traffic may not be erected on corner lots. This paragraph does not apply to the "B-1" District.
  - 3. Fence Face. The side of the fence considered to be the face (finished side as opposed to structural supports) must face abutting property. If located along a boundary between two properties, both sides must be equally attractive and well maintained.
  - 4. Public Right-of-Way. Fences are not permitted on public right-of-way, or on boulevard areas without the City Council's prior written permission.
  - 5. Fence Height Limits. No fence may exceed eight (8) feet in height and in the case of grade separation, the



height of a fence will be determined on the basis of measurement from the average point between the highest and lowest grade.

6. Fences on Property Line. A Fence may be erected on the property line upon mutual agreement in writing of both property owners.
7. Commercial and Industrial Districts. Fences in commercial or industrial districts may be erected on the lot line to the height of eight (8) feet with a security arm for barbed wire. Fencing on non-residential property required for screening exterior storage may exceed the limitations herein but only by a conditional use permit issued pursuant to Section 22.
8. Construction. Every Fence must be constructed in a substantial, workmanlike manner. All construction materials must be of high quality and new or like new, and must be reasonably suited for the purpose for which the Fence is proposed to be used.
9. Maintenance and Repair. All Fences must be maintained in a condition of reasonable repair and will not be allowed to become a nuisance, either public or private. Any Fence which is dangerous to the public safety, health, or welfare is a public nuisance and the City may commence proceedings for its abatement.
10. Prohibited Fences. Electric fences may not be used as boundary fences and materials such as hog wire fencing, barbed wire fencing or snow fencing will not be allowed, except snow stop fences will be allowed from November 1 through April 1 without a permit.



#### **Subdivision 4. VIOLATIONS.**

1. No existing Fence in violation of this Section may be replaced or rebuilt. If an existing Fence is replaced or rebuilt, it must come under this Section's regulations.

2. Violation of this Section may be enforced by injunction and the City will be entitled to the remedy of abatement in order that a Fence erected in violation of this Ordinance may be removed.

**Subdivision 5. VARIANCE.**

Any requested variance from this Section's requirements will be governed by Section 24 of this Ordinance.



# Foley Police Department Calls for Service - 2024

|                       | Jan.    | Feb.  | March   | April    | May | June | July | Aug. | Sept. | Oct. | Nov. | Dec. | Total |
|-----------------------|---------|-------|---------|----------|-----|------|------|------|-------|------|------|------|-------|
| Driving Conduct       | 10      | 31    | 22      | 33       |     |      |      |      |       |      |      |      |       |
| Equipment Vio.        | 56      | 43    | 37      | 46       |     |      |      |      |       |      |      |      |       |
| Speed                 | 19      | 22    | 14      | 40       |     |      |      |      |       |      |      |      |       |
| DWI/DUI               | 2       | 0     | 1       | 1        |     |      |      |      |       |      |      |      |       |
| DAR/S/C               | 3       | 6     | 8       | 2        |     |      |      |      |       |      |      |      |       |
| # Citations Issued    | *7      | *8    | *12     | *5       |     |      |      |      |       |      |      |      |       |
| Accidents             | 0       | 2     | 3       | 2        |     |      |      |      |       |      |      |      |       |
| Hit and Run           | 1       | 3     | 0       | 1        |     |      |      |      |       |      |      |      |       |
| Gas Drive Offs        | 4       | 1     | 4       | 1        |     |      |      |      |       |      |      |      |       |
| Thefts                | 7       | 5     | 6       | 5        |     |      |      |      |       |      |      |      |       |
| Child                 | 12      | 14    | 6       | 11       |     |      |      |      |       |      |      |      |       |
| Controlled Substance  | 0       | 1     | 0       | 0        |     |      |      |      |       |      |      |      |       |
| Suspicious Activity   | 36      | 41    | 39      | 47       |     |      |      |      |       |      |      |      |       |
| Burglaries/Robbery    | 1       | 0     | 1       | 0        |     |      |      |      |       |      |      |      |       |
| Medicals/Welfare      | 26      | 32    | 24      | 26       |     |      |      |      |       |      |      |      |       |
| Assaults/Domestics    | 7       | 8     | 10      | 4        |     |      |      |      |       |      |      |      |       |
| Harassment            | 7       | 6     | 11      | 3        |     |      |      |      |       |      |      |      |       |
| CDP/Vandalism         | 1       | 0     | 1       | 0        |     |      |      |      |       |      |      |      |       |
| Animal Complaints     | 10      | 12    | 20      | 18       |     |      |      |      |       |      |      |      |       |
| City Ordinance        | 3       | 1     | 3       | 16       |     |      |      |      |       |      |      |      |       |
| Parking Tickets       | 14      | 22    | 32      | 4        |     |      |      |      |       |      |      |      |       |
| Disturbing the Peace  | 11      | 19    | 5       | 7        |     |      |      |      |       |      |      |      |       |
| Gun Permits           | 5       | 6     | 2       | 2        |     |      |      |      |       |      |      |      |       |
| Warrant Arrests       | 0       | 1     | 5       | 4        |     |      |      |      |       |      |      |      |       |
| Civil                 | 6       | 1     | 3       | 6        |     |      |      |      |       |      |      |      |       |
| Lockout               | 4       | 0     | 2       | 1        |     |      |      |      |       |      |      |      |       |
| Assist other Agencies | 26      | 21    | 23      | 18       |     |      |      |      |       |      |      |      |       |
| Special Events        | 1       | 3     | 6       | 11       |     |      |      |      |       |      |      |      |       |
| Misc.                 | 92      | 77    | 108     | 73       |     |      |      |      |       |      |      |      |       |
| TZD Hours             | 0 Hours | 5 HRS | 0 Hours | 17.5 HRS |     |      |      |      |       |      |      |      |       |
| Total:                | 364     | 378   | 396     | 382      |     |      |      |      |       |      |      |      |       |

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

## Stacy Graham

---

**From:** Sarah Brunn  
**Sent:** Tuesday, April 30, 2024 9:26 AM  
**To:** Stacy Graham  
**Subject:** FW: Your Estimate from Security Lock Technologies  
**Attachments:** Single Door Controller.pdf

**Sarah A. Brunn**  
City Administrator  
[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)



**City of Foley**  
251 4<sup>th</sup> Avenue North  
P.O. Box 709  
Foley, MN 56329  
[www.ci.foley.mn.us](http://www.ci.foley.mn.us)  
320-968-7260 Office  
320-968-6325 Fax

---

**From:** Mark Pappenfus <mpappenfus@ci.foley.mn.us>  
**Sent:** Tuesday, April 30, 2024 7:58 AM  
**To:** Sarah Brunn <sbrunn@ci.foley.mn.us>  
**Subject:** FW: Your Estimate from Security Lock Technologies

Sarah,

Attached is a quote from Security Locksmith for an Access Control System for the new Compost Site Gate. This would allow us to possibly add more open hours to the site as some of the Council Members had asked about. If we do this, I think we need to be creative as to how we expand the hours.

The quote is for \$2,406.00, but there are some added expenses we would have to do yet such as a remote card reader and mounting post with bollards so incoming vehicles can swipe from their vehicles and the cost of some cards or FOB's if we go that route with this, so I would say we could end up being up to \$3,000 for everything. This price also includes the first year of the yearly monitoring fee and internet which is a reoccurring fee of around \$425-450 per year.

I'm sure we will have already spent our budget for the Compost site for 2024, but I'm throwing it out for discussions as Council Members have asked and maybe we could utilize a portion of next year's funds.

Thanks, Mark

**Mark Pappenfus**



**From:** [Sarah Brunn](#)  
**To:** [Stacy Graham](#)  
**Subject:** FW: Your Estimate from Security Lock Technologies  
**Date:** Tuesday, April 30, 2024 9:26:21 AM  
**Attachments:** [Single Door Controller.pdf](#)  
[image001.png](#)

---

**Sarah A. Brunn**

**City Administrator**

[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)



**City of Foley**

**251 4<sup>th</sup> Avenue North**

**P.O. Box 709**

**Foley, MN 56329**

**[www.ci.foley.mn.us](http://www.ci.foley.mn.us)**

**320-968-7260 Office**

**320-968-6325 Fax**

---

**From:** Mark Pappenfus <mpappenfus@ci.foley.mn.us>  
**Sent:** Tuesday, April 30, 2024 7:58 AM  
**To:** Sarah Brunn <sbrunn@ci.foley.mn.us>  
**Subject:** FW: Your Estimate from Security Lock Technologies

Sarah,

Attached is a quote from Security Locksmith for an Access Control System for the new Compost Site Gate. This would allow us to possibly add more open hours to the site as some of the Council Members had asked about. If we do this, I think we need to be creative as to how we expand the hours.

The quote is for \$2,406.00, but there are some added expenses we would have to do yet such as a remote card reader and mounting post with bollards so incoming vehicles can swipe from their vehicles and the cost of some cards or FOB's if we go that route with this, so I would say we could end up being up to \$3,000 for everything. This price also includes the first year of the yearly monitoring fee and internet which is a reoccurring fee of around \$425-450 per year.

I'm sure we will have already spent our budget for the Compost site for 2024, but I'm throwing it out

for discussions as Council Members have asked and maybe we could utilize a portion of next year's funds.

Thanks, Mark

**Mark Pappenfus**  
**City of Foley Public Works Director**



Security Lock Technologies  
 2040 7th Street North  
 Saint Cloud, MN 56303  
 (320) 253-4862

Estimate 23417031  
 Estimate Date 4/10/2024

**Billing Address**

CITY OF FOLEY FIRE & PUBLIC WORKS  
 P.O. BOX 709  
 FOLEY, MN 56329 USA

**Job Address**

City Compost Site  
 12991 55th Street Northeast  
 Foley, MN 56329 USA

**Description of work**

ADC Standalone Access Control For Gate

| Task #                 | Description  | Quantity | Standard Price | Your Price | Total    |
|------------------------|--|----------|----------------|------------|----------|
| CommLaborAC            | Commercial Labor - Access Control Installation or Service                      | 4.00     | \$185.00       | \$185.00   | \$740.00 |
| ADC-SAC                | Alarm.com Service Fee for Single Door Access Control + cellular service 1-year | 1.00     | \$408.00       | \$408.00   | \$408.00 |
| ADC-AC-ET20            | Single Gang Reader With Hf + Prox + Mobile                                     | 1.00     | \$318.00       | \$318.00   | \$318.00 |
| ADC-LP1501             | Alarm.com Single Door Controller Only  | 1.00     | \$635.00       | \$635.00   | \$635.00 |
| ADC-NK-200T-A-CC-VZLTE | Alarm.com Cell Connector, Verizon LTE  | 1.00     | \$305.00       | \$305.00   | \$305.00 |

|                            |                   |
|----------------------------|-------------------|
| <b>Sub-Total</b>           | \$2,406.00        |
| <b>Tax</b>                 | \$0.00            |
| <b>Total Due</b>           | <u>\$2,406.00</u> |
| <b>Deposit/Downpayment</b> | \$0.00            |

Thank you for choosing Security Lock Technologies!

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Security Lock Technologies as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.



**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 05-07-24 –COUNCIL MEETING  
**DATE:** MAY 3, 2024

---

### **Consent Agenda**

We have a number of items on the consent agenda.

- St. Cloud Airport Mutual Aid Agreement – Standard agreement we have for fire protection requires renewal.
- LUP – City Proposed Welcome Signs – Required from MnDOT – We will find out about possible grant award in the next week or so.
- Juneteenth is not an option as we require full-time employees to work due to Fun Days- requesting a swap with July 5<sup>th</sup> for non-union employees.
- The Downtown Façade Program is being recommended by EDA. Requesting approval of this program and allocation of \$20,000 from Expendable Trust Fund (Savings Account). This would allow for at least 4 projects.
- Chief McMillin had discussed the Benton County Fair Contract at a prior meeting – this is the contract she referenced.

### **Wastewater Project**

Engineer Jared Voge will be at the meeting to provide the council with an update and also to present Pay Application #17.

### **Benton County SLFRF (ARPA) Funds Agreement**

The county requests we officially approve the final agreement for the \$500,000 of ARPA funds they wish to transfer. This would be offered for the Southside Housing project and also to other potential projects should interest arise. We must move quickly on these funds – they must be allocated and spent by 2026. This agreement also commits our own ARPA funds (approximately 290k) and additional funds from our Expendable Trust Account (210k) as matching funds.

### **Debra Olson – Interpretation of the Ordinances – Definition of Snow Fence**

I do not know any details of Ms. Olson’s request – other than the emails that the 5 councilmembers and myself were on. I have provided the fence ordinance in your packet – there is a section which prohibits snow fences during the warmer months.

### **Jim Moshier**

Mr. Moshier did not provide any documentation to be included in the council packet. He requested to be added to the agenda outside of the public comment period due to time restrictions of the open forum. He indicates he just wants to provide education to the council.

### **Discussion on Compost System Quote**

As requested, the public works director did obtain a quote on some additional technology to be added at the compost site. A copy of the quote and some additional comments are included in your packet.

**Upcoming Reminders:**

**May 21, 2024 – Tentative Council Meeting (If Needed)**

**May 27, 2024 – Memorial Day – Offices Closed**

**May 29, 2024 – 2025 Improvements Community Meeting-Open House**

**June 4, 2024 – Council Meeting – Liquor/Tobacco Licenses**

**June 17-19, 2024 – Foley Fun Days**