



**City Council- Meeting Agenda  
June 21, 2024 - 12:00 P.M. - Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Discuss/Approve Garbage Hauling Contract with Jim's Mille Lacs Disposal
  - Discussion on RFP rates vs. actual.
  - Discussion on online payment options and billing cycles (Voit comments).
  - Discussion on free swaps for cart size changes due to short implementation window.
  - Discussion on mandated recycling.
  - Request from 1169 Golf Court to use Waste Management as their provider since they are an employee of the company.
  - Consider/Approve final contract language.
5. Discuss/Approve Site Plan for Blow Molded Expansion
6. Discuss/Approve Special Event at Foley Pool by Swim Booster Club.
7. Discussion on winter sewer rate lock.
  - Approve waiver of late fees for July 2024 billing.
  - Consider code amendment due to lower spring usage vs. actual lock rate.
    - "Lower of the sewer lock rate (January usage) or actual water usage for the current month"
    - Discussion on using averages in the future seasons of sewer lock rates to eliminate other issues such as leaks, new property owners, etc.
  - Review correction process with July billing.
8. Other Business
9. Adjourn

	Mille Lacs Disposal			1x per week			Waste Management			1x per week			Republic			1x per week					
	RFP	Actual	% Change	RFP	Actual	% Change	RFP	Actual	% Change	RFP	Actual	% Change	RFP	Actual	% Change	RFP	Actual	% Change			
<b>RESIDENTIAL</b>																					
30 gal	\$	12.75	\$ 14.00	10.00%	N/A	N/A	N/A	N/A	N/A	\$	22.00	\$ 24.15	9.75%	\$	22.00	\$ 24.15	9.75%	\$	4.15	\$ 4.15	0.00%
60 gal	\$	16.40	\$ 18.00	10.00%	\$	16.95	\$ 18.60	9.75%	\$	20.75	\$ 22.77	9.75%	\$	20.75	\$ 24.15	9.75%	\$	4.15	\$ 4.15	0.00%	
90 gal	\$	20.96	\$ 23.00	10.00%	\$	6.20	\$ 6.20	0.00%	\$	6.20	\$ 6.20	0.00%	\$	6.20	\$ 6.20	0.00%	\$	6.20	\$ 6.20	0.00%	
Recycling (every other)	\$	4.00	\$ 4.00	0.00%	\$	6.20	\$ 6.20	0.00%	\$	6.20	\$ 6.20	0.00%	\$	6.20	\$ 6.20	0.00%	\$	6.20	\$ 6.20	0.00%	
<b>COMMERCIAL</b>																					
60 gal	\$	18.38	\$ 21.50	17.00%	\$	16.95	\$ 19.83	17.00%	\$	16.95	\$ 19.83	17.00%	\$	20.67	\$ 24.18	17.00%	\$	20.67	\$ 24.18	17.00%	
90 gal	\$	20.52	\$ 24.01	17.00%	\$	20.75	\$ 24.28	17.00%	\$	20.75	\$ 24.28	17.00%	\$	20.67	\$ 24.18	17.00%	\$	20.67	\$ 24.18	17.00%	
Recycling	\$	8.00	\$ 8.00	0.00%	\$	8.00	\$ 8.00	0.00%	\$	8.00	\$ 8.00	0.00%	\$	8.00	\$ 8.00	0.00%	\$	8.00	\$ 8.00	0.00%	
1 Cubic Yard	\$	65.00	\$ 76.05	17.00%	\$	65.00	\$ 76.05	17.00%	\$	65.00	\$ 76.05	17.00%	\$	65.00	\$ 76.05	17.00%	\$	65.00	\$ 76.05	17.00%	
1.5 Cubic Yard	\$	97.50	\$ 114.08	17.00%	\$	97.50	\$ 114.08	17.00%	\$	97.50	\$ 114.08	17.00%	\$	97.50	\$ 114.08	17.00%	\$	97.50	\$ 114.08	17.00%	
2 Cubic Yard	\$	125.00	\$ 146.25	17.00%	\$	125.00	\$ 146.25	17.00%	\$	125.00	\$ 146.25	17.00%	\$	125.00	\$ 146.25	17.00%	\$	125.00	\$ 146.25	17.00%	
3 Cubic Yard	\$	-	\$ -	0.00%	\$	105.29	\$ 123.19	17.00%	\$	105.29	\$ 123.19	17.00%	\$	110.93	\$ 129.79	17.00%	\$	110.93	\$ 129.79	17.00%	
4 Cubic Yard	\$	145.00	\$ 169.65	17.00%	\$	134.02	\$ 156.80	17.00%	\$	134.02	\$ 156.80	17.00%	\$	150.89	\$ 176.54	17.00%	\$	150.89	\$ 176.54	17.00%	
6 Cubic Yard	\$	190.00	\$ 222.30	17.00%	\$	162.20	\$ 189.77	17.00%	\$	162.20	\$ 189.77	17.00%	\$	199.71	\$ 233.66	17.00%	\$	199.71	\$ 233.66	17.00%	
8 Cubic Yard	\$	105.00	\$ 122.85	17.00%	\$	217.63	\$ 254.63	17.00%	\$	217.63	\$ 254.63	17.00%	\$	121.99	\$ 142.73	17.00%	\$	121.99	\$ 142.73	17.00%	
Compactor	\$	per ton	\$ 105.00	17.00%	\$	118.00	\$ 138.06	17.00%	\$	118.00	\$ 138.06	17.00%	\$	per ton	\$ 121.99	\$ 142.73	17.00%	\$	per ton	\$ 121.99	17.00%
	\$	300.00	\$ 300.00	0.00%	\$	210.00	\$ 210.00	0.00%	\$	210.00	\$ 210.00	0.00%	\$	227.37	\$ 227.37	0.00%	\$	227.37	\$ 227.37	0.00%	
	\$	haul charge	\$ 300.00	0.00%	\$	haul charge	\$ 300.00	0.00%	\$	haul charge	\$ 300.00	0.00%	\$	per pickup	\$ 227.37	\$ 227.37	0.00%	\$	per pickup	\$ 227.37	0.00%
	\$	haul charge	\$ 300.00	0.00%	\$	*30 yard roll off	\$ 300.00	0.00%	\$	*30 yard roll off	\$ 300.00	0.00%	\$	*30 yard roll off	\$ 300.00	0.00%	\$	*30 yard roll off	\$ 300.00	0.00%	

**From:** [Brandon Volt](#)  
**To:** [Sarah Brunn](#)  
**Subject:** Re: Council Quorum Issue  
**Date:** Thursday, June 13, 2024 12:29:07 PM

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I'd make sure the rest of council knows about "ways to pay" and that online is not an option and that it is monthly billing vs quarterly. I'd like us to strongly encourage Jim's to institute an online bill pay option as a customer experience enhancement, understandably, something that may take time.

Sorry, now I'm done with my comments!

-Brandon

On Jun 13, 2024, at 12:12 PM, Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)> wrote:

I will relay your comments – thank you for responding.

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

<image001.png>

**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:** [Jim's Mille Lacs Disposal](#)  
**To:** [Sarah Brunn](#)  
**Subject:** RE: Foley Garbage Contract  
**Date:** Tuesday, June 18, 2024 6:12:09 PM  
**Attachments:** [image001.png](#)

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Hi Sarah,

A few notes that can be sent to the council in advance.

- We are currently working on the online pay option. We inquired about it last week and are working with our online bill pay service. Hoping to get it up and running very shortly. Customers currently can pay with cash or check, or can call for credit/debit cards. Recurring payments can be set up. Customers can also pay for future months. We also have an option that customers can pay for 12 months and get the 13<sup>th</sup> month free.
- As for swapping carts, we would like this to be before July 15<sup>th</sup> so we can fix billing before it is due.
- As for requiring everyone to have a recycling cart and trash service, that will be up to the city. We will abide by whatever the council decides. We are ok with residents opting out as long as no other vendors are coming into the city.

If there is anything else that you need from me or I should consider before Friday, please let me know. I am planning on being at the meeting on Friday.

Jesse

**From:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>  
**Sent:** Tuesday, June 18, 2024 3:21 PM  
**To:** Jim's Mille Lacs Disposal <[jimsmldisposal@frontiernet.net](mailto:jimsmldisposal@frontiernet.net)>  
**Subject:** Foley Garbage Contract

Jesse –

Attached is the final version I received from the attorney related to the garbage contract. We have a special council meeting scheduled for 12pm on Friday.

I wanted to give you a heads up on a couple items that the council has requested be brought up and clarified:

- Review of RFP rates vs. actual – council wants to make sure they are clear in their understanding of all the final rates. I don't think this will be an issue – they have been provided the numbers.
- Discussion on online payment options and billing cycles. Councilmember Voit is concerned there is no ability to pay online – it is check or auto pay. He may ask if your company would consider that option since residents are used to having that available to them.
- Discussion on free swaps for cart sizes due to the short implementation window. There was a concern brought up about automatically receiving a 95 gallon cart if they don't make contact

by the deadline this week. Would you consider a time period where they could swap it out with no charge? I don't think it needs to be anything crazy – maybe a few extra weeks?

- Discussion on mandated recycling. Our contract requires recycling and we want to be certain everyone has a recycling can. The City of Foley for many years has taken the position we need to do whatever we can to encourage recycling by all our residents and business owners. We've had a couple people contact us and councilmembers that they aren't being required to get a recycling cart
- Requests for people to opt-out of using the contracted provider. Myself and the attorney will strongly advise against this as we have in prior contracts. We only license one exclusive hauler for a reason and we don't think it's good practice to make exceptions. I do not know how the council will feel about this – I've just been asked to bring it up so I've added to the list of the other items.

I think that's it – I'll let you know if anything else comes up.

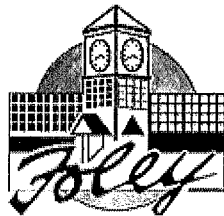
Please let me know if there is anything else with the contract or transition.

Thanks.

**Sarah A. Brunn**

**City Administrator**

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



**City of Foley**

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## REFUSE COLLECTION SERVICE AGREEMENT

**THIS AGREEMENT** (the “Agreement”) between the City of Foley, a Minnesota municipal corporation (the “City”), and Jim’s Mille Lacs Disposal, Inc., a Minnesota business corporation (the “Contractor”) is made July 1, 2024 (“Effective Date”). The collection of refuse under this Agreement shall be managed and disposed of in accordance with the Benton County Solid Waste Ordinance #162, as may be amended, the Tri-County Solid Waste Management Plan, and this Agreement.

### RECITALS

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

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

**WHEREAS**, the City released a Request for Proposals (“RFP”) for organized collection on May 15, 2024; and

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

### AGREEMENT

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

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

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

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

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

**Recyclables:** Metal food/drink containers, glass bottles and jars, plastic bottles and containers, cardboard, and paper, but does not include Prohibited Waste.

**Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Hazardous Waste:** Waste defined as hazardous waste by State or Federal law, rules, and regulations from time to time, including but not limited to 42 U.S.C. Section 6903 (5), and regulations interpreting such act, or in Minnesota Statutes Section 116.06, subd. 11 and regulations interpreting such statute, but excluding waste excluded from regulation by Minnesota Rules 7045.0120, as any of the foregoing may be amended from time to time.

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

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

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

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

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

2. **Term.** The term of this Agreement shall be from the Effective Date to June 30, 2029. Actual collection service shall begin on July 1, 2024, and run through June 30, 2029.

3. **Incorporation of RFP Response from Contractor.** In addition to the terms of this Agreement, the City has relied on the representations from the Contractor's RFP Response. Contractor's RFP Response is part of the contractual obligations and is hereby incorporated into this Agreement. In the event that any representation by the Contractor in the RFP Response conflicts with any term of this Agreement, this Agreement shall control and take precedence.

4. **Household Count.** The approximate number of Households/Residential Units as of the Effective Date is 762. The City will provide the Contractor with the City's report of addresses for all Households in the City upon request. The City shall provide the Contractor with updates

to the City's report of Household addresses upon request. The actual number of Household Units may fluctuate based on the City's population.

**5. Commercial Unit Count.** The approximate number of Commercial Units as of the Effective Date is 152. The City will provide the Contractor with the City's report of addresses for all Commercial Units in the City upon request. The City shall provide the Contractor with updates to the City's report of addresses for Commercial Units upon request. The actual number of Commercial Units may fluctuate.

**6. Refuse Collection Service.** In providing said service, Contractor shall:

- (a) Refuse Containers. Contractor shall collect Acceptable Waste at least weekly from all Households and Commercial Units in the City of Foley that are placed in containers provided by the Contractor and approved by the City.
- (b) Recycling Containers. Contractor shall collect Recyclables once every other week in single-sort containers, at least 60 gallons in size or larger, provided by Contractor and approved by the City. Recyclable collection shall occur on the same day as refuse collection of Acceptable Waste.
- (c) Handling of Prohibited Waste. If Contractor determines that a Household or Commercial Unit has set out Prohibited Waste, Contractor shall:
  - i. Leave the prohibited waste in the Household's refuse container and leave a "Prohibited Waste" tag.
  - ii. Record the address and the prohibited waste.
- (d) Collection Vehicles. Contractor shall use an enclosed truck for Acceptable Waste and Recyclable pick-up service. Each vehicle shall be:
  - i. Conspicuously marked with the name of the Contractor on both sides of the vehicle.
  - ii. Equipped with a fire extinguisher, backup alarms, first aid kit, and broom and shovel for cleaning up spillage.
  - iii. Licensed, inspected, and operated in accordance with all State and local laws and regulations.
  - iv. Maintained in proper working order, free of leaking fluids, and in as clean and odor-free condition as possible.
- (e) Contractor Personnel. Contractor shall ensure that its personnel providing service under this Agreement:
  - i. Wear a uniform with a name tag or identification.
  - ii. Conduct themselves in a courteous and professional manner.
  - iii. Operate collection vehicles in a safe, alert manner free from the distractions of hand-held electronic devices as required by state law, free from the influence of drugs or alcohol, and follow all applicable local, state, or federal rules, ordinances, or regulations.
- (f) Disposal by Contractor. Dispose of all Acceptable Waste and Recyclables shall occur at facilities where the Contractor can legally dispose of them at Contractor's expense, and in accordance with the Benton County Solid Waste Ordinance #162, as may be amended, the Tri-County Solid Waste Management Plan, and this Agreement. Collection vehicles shall be weighed after completion



of a route or at the end of the day, whichever occurs first. Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net wet weight. A copy of each weight slip shall be kept on file for the term of this Agreement and shall be made available for inspection upon request by the City.

- (g) Collection Day. Collect all Acceptable Waste once weekly on Thursday. Commercial services may have two additional collection days.
- (h) Holidays. If the regular collection date falls on a holiday, the Contractor may collect all Acceptable Waste and Recyclables on the next day. The Contractor shall, at its expense, notify the City and residents of changes in collection dates resulting from a holiday at the beginning of every year.
- (i) Collection Times. Contractor shall not begin collections before 6:00 a.m. and shall complete collection by 6:00 p.m. For good cause, Contractor may request an exception for a specific collection day from the Public Works Director by phone or email.
- (j) Lost and Damaged Containers. Contractor will be allowed to bill residents or businesses directly for carts or dumpsters damaged by the resident or business or carts taken without the consent of Contractor or the City. The City is not responsible for any of these costs.
- (k) Missed Collections. The Contractor shall be responsible for missed collections. If Contractor receives notice of the missed collection before noon, the missed collection shall be picked up on the same day. If Contractor receives notice after 12 p.m., Contractor shall pick up the missed collection no later than the next day. If the refuse container was not in place for collection at the time Contractor provided service, it is not a "missed collection." The Contractor shall pay the City a \$25 missed pick-up fee per unit for failure to resolve the missed collection within the proper time period after notification.
- (l) Cleanup of Spilled Material. Contractor shall make its best efforts to avoid and control spillage or blowing refuse. Contractor shall immediately clean up any refuse spilled or blown from collection vehicles during the course of collection operations.
- (m) Construction Dumpsters. This Agreement does not include the disposal of construction debris by dumpster. Each household/commercial unit may contact any contractor for this type of disposal service.
- (n) Title to Waste. Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for Prohibited Waste shall at no time pass to Contractor or the City.
- (o) Right to Refuse or Reject Prohibited Waste. If Prohibited Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire waste container that contains the Prohibited Waste. In the event Prohibited Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Prohibited Waste at a facility authorized to accept such Prohibited Waste in accordance with Applicable Law and charge the depositor or generator of such Prohibited Waste for all direct and indirect costs incurred

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

7. **Commercial Service Costs.** The cost for commercial refuse and recycle service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for waste collection.

- (a) **Refuse and Recycle Fee.** All Commercial Units shall pay a base rate for the Acceptable Waste collection based on the container size ("Commercial Refuse Fee"). The Commercial Refuse Fee shall not be increased, unless by agreements of the parties. The Commercial Refuse Fee base rates are as follows.:
- i. The rate for 64-gallon containers shall be \$18.38 per month.
  - ii. The rate for 96-gallon containers shall be \$20.52 per month.
  - iii. The rate for 64-gallon recycling every other week shall be \$8.00 per month.
  - iv. The rate for a 1 cubic yard dumpster shall be as follows:
    - 1) One Pick-up/Week: \$65.00 per month.
    - 2) Two Pick-ups/Week: \$130.00 per month.
    - 3) Three Pick-up/Week: \$195.00 per month.
  - v. The rate for a 1.5 cubic yard dumpster shall be as follows:
    - 1) One Pick-up/Week: \$97.50 per month.
    - 2) Two Pick-ups/Week: \$190.00 per month.
    - 3) Three Pick-up/Week: \$270.00 per month.
  - vi. The rate for a 2 cubic yard dumpster shall be as follows:
    - 1) One Pick-up/Week: \$125.00 per month.
    - 2) Two Pick-ups/Week: \$240.00 per month.
    - 3) Three Pick-up/Week: \$340.00 per month.
  - vii. The rate for a 4 cubic yard dumpster shall be as follows:
    - 1) One Pick-up/Week: \$145.00 per month.
    - 2) Two Pick-ups/Week: \$280.00 per month.
    - 3) Three Pick-up/Week: \$400.00 per month.
  - viii. The rate for a 6 cubic yard dumpster shall be as follows:
    - 1) One Pick-up/Week: \$190.00 per month.
    - 2) Two Pick-ups/Week: \$360.00 per month.
    - 3) Three Pick-up/Week: \$535.00 per month.
- (b) **Compactors.** The rate for a 30-yard, self-contained trash compactor.
- 1) \$105.00 per ton, plus \$300.00 haul charge.
- (c) **Pass-Through Costs.** Contractor's base rate listed above does not include all applicable taxes and fees required by third parties. Contractor may pass through costs for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees, and charges (other than income or real

property taxes) or changes in local, state, or federal rules, ordinances, or regulations. Any other increase in fees need to be made at the agreement of the parties.

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

(a) **Refuse Fee.** All Households shall pay a base rate for the Acceptable Waste collection based on the container size (“Refuse Fee”). The Refuse Fee shall not be increased, unless by agreements of the parties. The Refuse Fee base rates are as follows:

- i. The rate for 32-gallon containers shall be \$12.75 per month.
- ii. The rate for 64-gallon containers shall be \$16.40 per month.
- iii. The rate for 96-gallon containers shall be \$20.96 per month.
- iv. The rate for 64-gallon recycling every other week shall be \$4.00 per month.

(a) **Pass-Through Costs.** Contractor’s base rate listed above does not include all applicable taxes and fees required by third parties. Contractor may pass through costs for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees, and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances, or regulations. Any other increase in fees need to be made at the agreement of the parties.

**2. Billing.** The Contractor shall bill all Households and Commercial Units for the Refuse Fee, Recycling Fee, and corresponding taxes. The Contractor shall bill all other fees and charges for additional bags, special waste collection, container exchanges, or damaged carts.

**3. Customer Service.** The Contractor shall provide staffing of a local telephone number to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 4:30 p.m. on all days of collection as specified in this Agreement. Phone calls to the Contractor for any reason must be answered by a “live person” rather than a recording or roll over to an answering machine/voice mail system to leave a message. Return calls from voice mail messages must be returned within three hours during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 10:00 a.m. the next business day. Recorded messages of the Contractor shall request a daytime phone number where the caller can be reached. The Contractor may also request a daytime email address for customers.

The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The telephone number shall be given to the City in writing, with a minimum of ten days prior notice of any change. The address of this office as of the execution of the Agreement is 190 2<sup>nd</sup> Street NE, P.O. Box 275, Milaca, MN 56353, and the telephone number is (320) 983-6474. The Contractor shall also allow complaints to be made electronically and shall provide an email address or website link.

**4. Delayed Refuse Collection.** After notice to City staff, the Contractor may postpone trash collections due to severe weather or other causes outside the Contractor’s reasonable control

(each, an event of “Force Majeure”). Every effort shall be made by the Contractor to coordinate service postponement announcements with the City so that mixed messages are not broadcast to City residents. Upon postponement, collection will be made on the next day following the conclusion of the delay-causing event. Road projects may occasionally impact the Contractor’s collection routes. The City and Contractor shall work together to ensure that efficient refuse collection is maintained during road projects.

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

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

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

7. **Public Education.** Contractor shall, at its sole cost, prepare and distribute an annual public education piece and “Prohibited Waste” tags. Contractor agrees to work with the City to provide information for the City’s various communication outlets on waste education and service issues.

8. **City Inspection.** The City, at its sole cost, may inspect all Contractor’s records directly relating to this Agreement, vehicles, and facilities used by Contractor to provide service under this Agreement. The City will provide reasonable advanced notice to Contractor of such inspection. Contractor agrees to comply with the Minnesota Government Data Practices Act regarding the maintenance of data, data privacy, and data dissemination.

9. **Liability.** Nothing in this Agreement shall constitute a waiver of the City’s statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Insurance secured by Contractor shall be issued by insurance companies acceptable to the City and authorized to do business in Minnesota. All required insurance shall be in effect on the Effective Date and remain continuously in effect for the term of the Agreement. Contractor shall provide the City with evidence of insurance on an ACORD

Insurance Certificate. A 30-day written notice is required if the policy is canceled. Acceptance of the insurance by the City shall in no way affect the liability of the Contractor.

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

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

**11. Non-Assignment.** This Agreement shall not be assigned or subcontracted without written approval from the City Council and Contractor, which approval shall not be unreasonably withheld, delayed, or qualified.

12. **Amendment of Agreement.** The Agreement may only be amended in writing, approved by the City Council, and signed by both the Contractor and City.

CONTRACTOR:  
Jim's Mille Lacs Disposal, Inc.

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

CITY:  
City of Foley

By \_\_\_\_\_  
Jack Brosh, Its Mayor

Attest:

By \_\_\_\_\_  
Sarah Brunn, Its City Administrator

## City of Foley Site Plan Review Application

Street Location of Property: 222 Bronder Drive

Legal Description of Property: \_\_\_\_\_

Current Zoning of Property: I2- Industrial Proposed Zoning: I2- Industrial

Type of Request: warehouse expansion

\*\*\* (Attach narrative describing details of project scope) \*\*\*

Property Owner: Blow Molded Specialties 320-968-7251

Name 222 Bronder Dr.

Phone: \_\_\_\_\_

Address Foley, MN 56329

Fax: \_\_\_\_\_

doug.vonarb@blowmolded.com  
Email

Applicant: Rice Companies 320-252-0404

Name 1019 Industrial Dr. S

Phone: \_\_\_\_\_

Address Sauk Rapids, MN 56379

Fax: \_\_\_\_\_

ron.molitor@ricecompanies.com  
Email

Type of Request & Fee Amount:

<input type="checkbox"/> Rezoning/Amendment	\$250.00
<input type="checkbox"/> Conditional Use Permit	\$250.00
<input type="checkbox"/> Variance	\$250.00
<input type="checkbox"/> Planned Unit Development	\$250.00

<input type="checkbox"/> Preliminary Plat	\$500.00
<input type="checkbox"/> Final Plat	\$
<input type="checkbox"/> Annexation	\$400.00 +
<input checked="" type="checkbox"/> Site Plan Review/Other	\$
Total Fees Paid \$	

Has a request been made previously on this property?  Yes  No Explain: \_\_\_\_\_

*This application must be completed in full, be typewritten or clearly printed, and must be accompanied by all information, supporting documents and plans as required by applicable City Ordinance provisions. A determination of completeness of the application shall be made within ten business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant.*

*This is to certify that I am making application for the described action by the City and that I am responsible for all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application. I have attached a copy of proof of ownership (either copy of Owner's Duplicate Certificate of Title, Abstract of Title or purchase agreement), or I am the authorized person to make this application and the fee owner has also signed this application.*

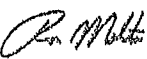
- Supporting Documents Attached
- Appropriate Fees Paid
- Review by City Staff
- Completed Application Accepted

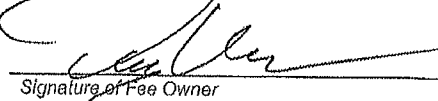
Application Filed: \_\_\_\_\_

Date Fees Paid: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Date Application Accepted: \_\_\_\_\_

  
Signature of Applicant 5/16/24  
Date

 5/16/24  
Signature of Fee Owner Date

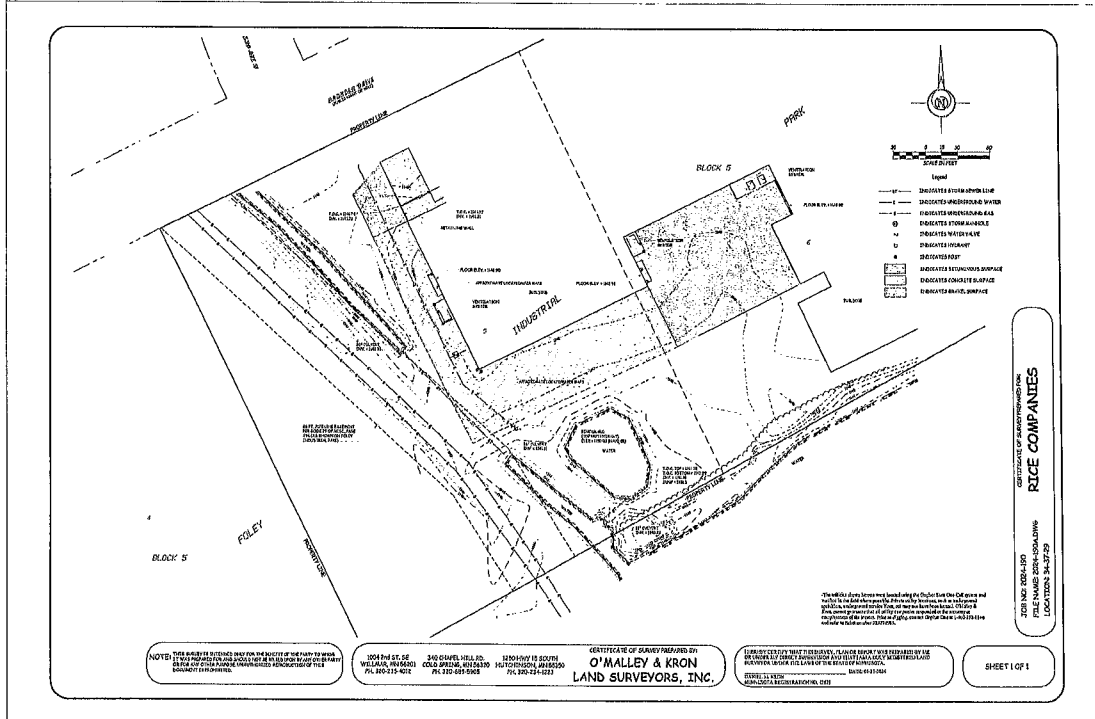




City of Franklin, Mo  
811 or 311.com



**BUILDING PERMIT SET**  
**BLOW MOLDED**  
**BUILDING ADDITION**  
222 BRONDER DRIVE, FOLEY, MO 63225



NOTE: THIS SURVEY IS INTENDED ONLY FOR THE PURPOSES OF THE PART TO WHICH IT IS REFERRED TO. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

3004 PINE ST. ST. LOUIS, MO 63103  
300 GAYL, HILL, MO. 63041  
1000 N. 11TH ST. ST. LOUIS, MO 63104  
1000 N. 11TH ST. ST. LOUIS, MO 63104

CERTIFICATE OF SURVEY PREPARED BY  
**O'MALLEY & KRON**  
LAND SURVEYORS, INC.

REVISIONS TO THIS SURVEY, IF ANY, SHALL BE MADE BY THE SURVEYOR BY CORRECTING THE ORIGINAL SURVEY OR BY A SEPARATE SURVEY. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY.

SHEET 1 OF 1

Table with 2 columns: Description, Date. Includes entries for 'SURVEYED', 'DRAWN', and 'CHECKED'.

DATE: 11/11/2024  
TIME: 10:00 AM  
PROJECT: BLOW MOLDED BUILDING ADDITION  
CLIENT: RICE COMPANIES



C101











Call Home Before Applying  
811 or call 811.com

**RICE**  
CORPORATION

**BUILDING PERMIT SET**

**BLOW MOLDED**

**2024 PROPOSED BUILDING ADDITION**

ZZZ BRONCKER DRIVE, POLEY, NY 10599

**PERMIT SUMMARY**

THE ABOVE PROPOSED ADDITION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE ZONING REGULATIONS OF THE TOWN OF POLY, NY, AND THE BUILDING CODES OF THE STATE OF NEW YORK. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE TOWN ENGINEER AND THE TOWN BOARD OF ZONING APPEALS. THE PERMITTEE SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE TOWN BOARD OF ZONING APPEALS. THE PERMITTEE SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE TOWN BOARD OF ZONING APPEALS.

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

**PROPOSED PROJECT**

PROPOSED PROJECT: 2024 PROPOSED BUILDING ADDITION  
OWNER: [Name]  
ADDRESS: [Address]  
PERMIT NO.: [Number]

SPECIAL REQUIREMENTS: [Text]

NAME: [Text]

ADDRESS: [Text]

DATE	DESCRIPTION	BY
10/15/24	PERMIT SET	[Name]
10/15/24	PERMIT SET	[Name]
10/15/24	PERMIT SET	[Name]
10/15/24	PERMIT SET	[Name]
10/15/24	PERMIT SET	[Name]

**PERMIT SET**

**2024 PROPOSED BUILDING ADDITION**

ZZZ BRONCKER DRIVE, POLEY, NY 10599

**C602**







# BLOW MOLDED

## 2024 PROPOSED BUILDING ADDITION

222 BRONDER DRIVE, FOLEY, MN 56329

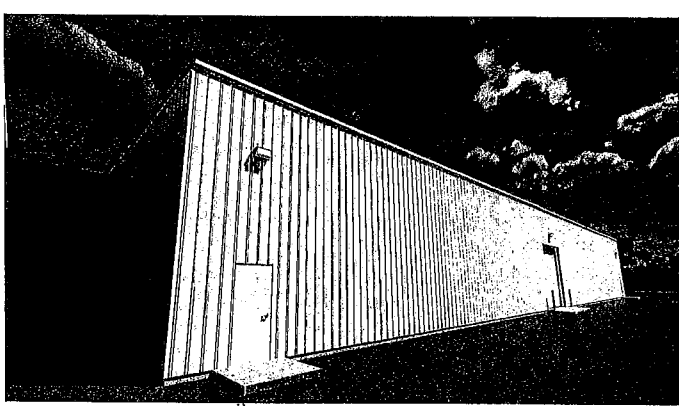


**BUILDING PERMIT SET**  
**BLOW MOLDED**  
**2024 PROPOSED BUILDING ADDITION**  
 222 BRONDER DRIVE, FOLEY, MN 56329

### ABBREVIATIONS

ADJACENT PROPERTY	ADJACENT LOT	ADJACENT STREET	ADJACENT TRACT	ADJACENT ZONE	ADJACENT DISTRICT	ADJACENT COUNTY	ADJACENT STATE	ADJACENT FEDERAL	ADJACENT INTERNATIONAL
ADJACENT CITY	ADJACENT TOWN	ADJACENT VILLAGE	ADJACENT WARD	ADJACENT NEIGHBORHOOD	ADJACENT SUBDIVISION	ADJACENT TRACT	ADJACENT BLOCK	ADJACENT LOT	ADJACENT UNIT
ADJACENT APARTMENT	ADJACENT CONDO	ADJACENT TOWNHOME	ADJACENT ROW	ADJACENT ROW	ADJACENT ROW	ADJACENT ROW	ADJACENT ROW	ADJACENT ROW	ADJACENT ROW

### RENDERING



### VICINITY MAP



### SYMBOLS

	EXISTING BUILDING
	PROPOSED BUILDING
	EXISTING DRIVEWAY
	PROPOSED DRIVEWAY
	EXISTING SIDEWALK
	PROPOSED SIDEWALK
	EXISTING STREET
	PROPOSED STREET
	EXISTING UTILITY
	PROPOSED UTILITY

### CODE REVIEW

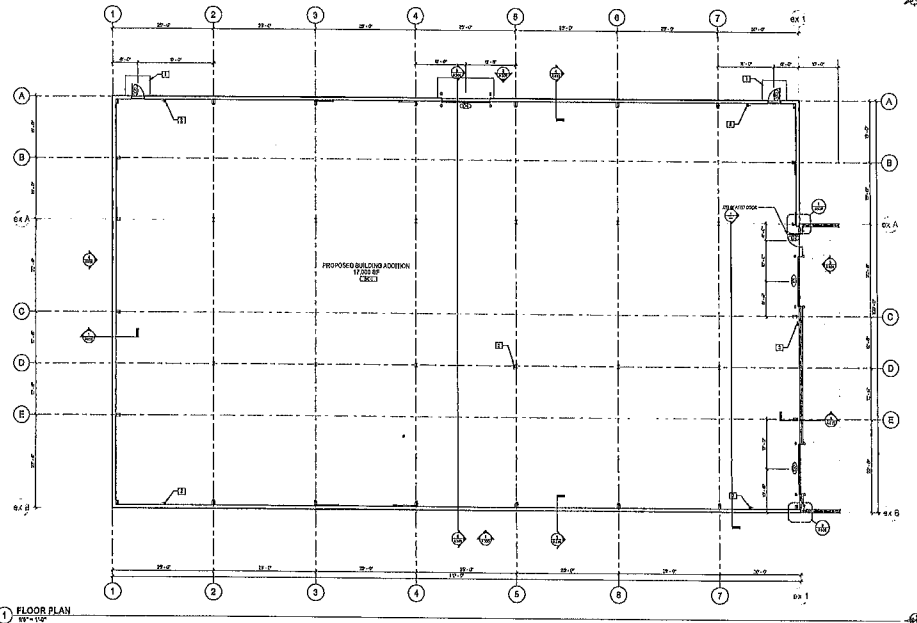
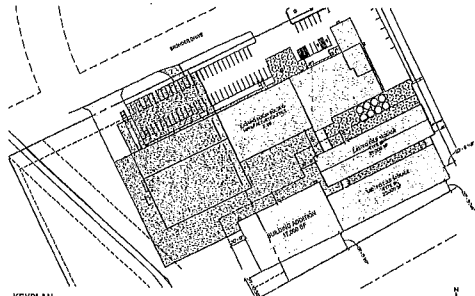
<b>I. BUILDING CODES</b>	<b>A. MINNAPOLIS</b>	<b>B. MINNAPOLIS</b>	<b>C. MINNAPOLIS</b>	<b>D. MINNAPOLIS</b>	<b>E. MINNAPOLIS</b>	<b>F. MINNAPOLIS</b>	<b>G. MINNAPOLIS</b>	<b>H. MINNAPOLIS</b>	<b>I. MINNAPOLIS</b>
1. MINNAPOLIS	2. MINNAPOLIS	3. MINNAPOLIS	4. MINNAPOLIS	5. MINNAPOLIS	6. MINNAPOLIS	7. MINNAPOLIS	8. MINNAPOLIS	9. MINNAPOLIS	10. MINNAPOLIS
11. MINNAPOLIS	12. MINNAPOLIS	13. MINNAPOLIS	14. MINNAPOLIS	15. MINNAPOLIS	16. MINNAPOLIS	17. MINNAPOLIS	18. MINNAPOLIS	19. MINNAPOLIS	20. MINNAPOLIS

### PROJECT DIRECTORY

<b>PROJECT 1</b>	<b>PROJECT 2</b>	<b>PROJECT 3</b>	<b>PROJECT 4</b>	<b>PROJECT 5</b>	<b>PROJECT 6</b>	<b>PROJECT 7</b>	<b>PROJECT 8</b>	<b>PROJECT 9</b>	<b>PROJECT 10</b>
1. PROJECT 1	2. PROJECT 2	3. PROJECT 3	4. PROJECT 4	5. PROJECT 5	6. PROJECT 6	7. PROJECT 7	8. PROJECT 8	9. PROJECT 9	10. PROJECT 10

### SHEET INDEX

<b>SHEET 1</b>	<b>SHEET 2</b>	<b>SHEET 3</b>	<b>SHEET 4</b>	<b>SHEET 5</b>	<b>SHEET 6</b>	<b>SHEET 7</b>	<b>SHEET 8</b>	<b>SHEET 9</b>	<b>SHEET 10</b>
1. SHEET 1	2. SHEET 2	3. SHEET 3	4. SHEET 4	5. SHEET 5	6. SHEET 6	7. SHEET 7	8. SHEET 8	9. SHEET 9	10. SHEET 10



1 FLOOR PLAN  
1/8" = 1'-0"

- NOTES:**
1. SEE SHEET 2 FOR THE EXISTING AND PROPOSED FLOOR TO FLOOR FINISHES AND CEILING.
  2. SEE SHEET 3 FOR THE EXISTING AND PROPOSED WALL FINISHES.
  3. SEE SHEET 4 FOR THE EXISTING AND PROPOSED ROOF FINISHES.
  4. SEE SHEET 5 FOR THE EXISTING AND PROPOSED MECHANICAL SYSTEMS.
  5. SEE SHEET 6 FOR THE EXISTING AND PROPOSED ELECTRICAL SYSTEMS.
  6. SEE SHEET 7 FOR THE EXISTING AND PROPOSED PLUMBING SYSTEMS.
  7. SEE SHEET 8 FOR THE EXISTING AND PROPOSED STRUCTURAL SYSTEMS.
  8. SEE SHEET 9 FOR THE EXISTING AND PROPOSED INTERIORS.
  9. SEE SHEET 10 FOR THE EXISTING AND PROPOSED EXTERIORS.
  10. SEE SHEET 11 FOR THE EXISTING AND PROPOSED LANDSCAPE.
- LEGEND:**
- (1) EXISTING WALL FINISHES
  - (2) PROPOSED WALL FINISHES

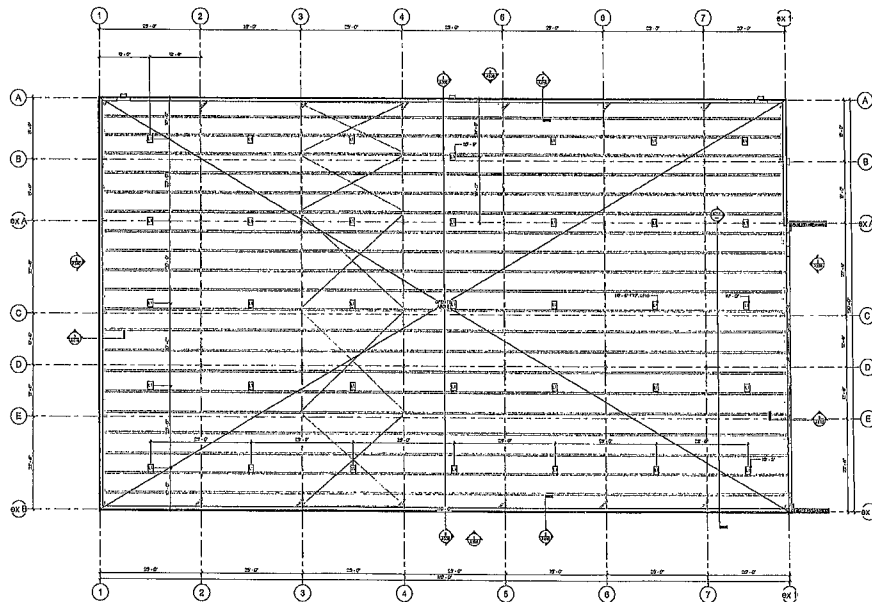
**ORCA**

**BUILDING PERMIT SET**

**BLOW MOLDED BUILDING ADDITION**

222 BRONXER DRIVE, FOLEY, WA 98029

**A201**



1 REFLECTIVE CEILING PLAN  
1/8" = 1'-0"

**NOTES:**

1. SEE PERMITS FOR ALL APPLICABLE REGULATIONS.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.

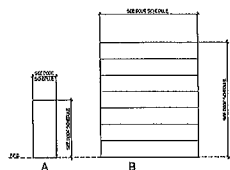
**ORICE**  
ARCHITECTS  
222 BRONDER DRIVE, FOLEY, MN 55320

**BUILDING PERMIT SET**

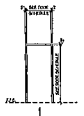
**BLOW MOLDED**

**2024 PROPOSED BUILDING ADDITION**

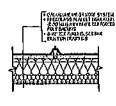




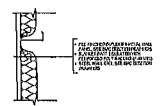
DOOR TYPES



FRAME TYPES



ROOF SYSTEMS



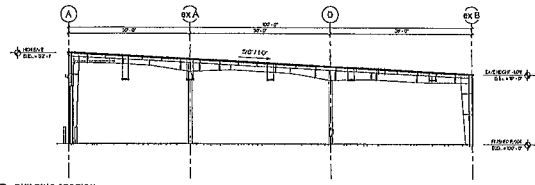
WALL SYSTEMS

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	REMARKS
01	CONCRETE ON TOP OF STEEL DECKING	1	SF	1.50	1.50	
02	INSULATION	1	SF	2.00	2.00	
03	ASPH/FLT	1	SF	1.00	1.00	
04	GYP BOARD	1	SF	1.00	1.00	
05	CEILING	1	SF	1.00	1.00	

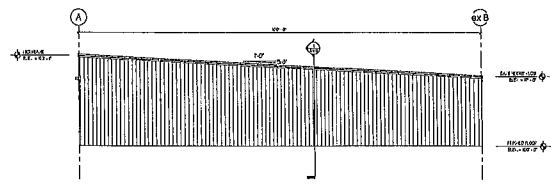
NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	REMARKS
01	CONCRETE ON TOP OF STEEL DECKING	1	SF	1.50	1.50	
02	INSULATION	1	SF	2.00	2.00	
03	ASPH/FLT	1	SF	1.00	1.00	
04	GYP BOARD	1	SF	1.00	1.00	
05	CEILING	1	SF	1.00	1.00	



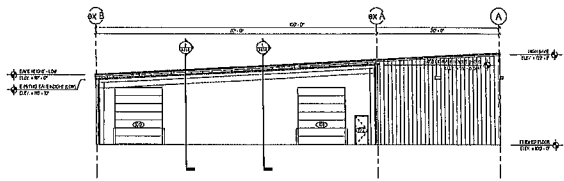
**BUILDING PERMIT SET**  
**BLOW MOLDED**  
 2024 PROPOSED BUILDING ADDITION  
 226 BRONKER DRIVE, FOLEY, MN 55022



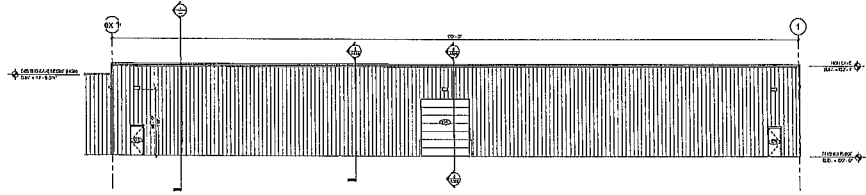
3 BUILDING SECTION  
1/4" = 1'-0"



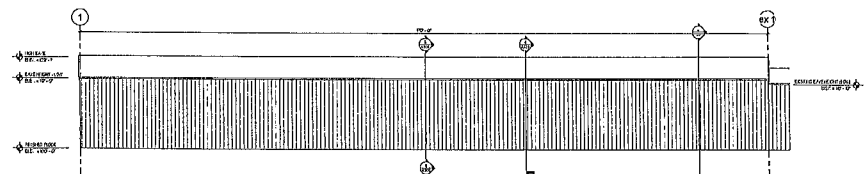
4 WEST ELEVATION  
1/4" = 1'-0"



1 EAST ELEVATION  
1/4" = 1'-0"



2 NORTH ELEVATION  
1/4" = 1'-0"



1 SOUTH ELEVATION  
1/4" = 1'-0"

**RICE**

ARCHITECTS

222 BRONDER DRIVE, FOLEY, MISSISSIPPI

PHONE: 601-791-1111

FAX: 601-791-1112

WWW.RICEARCHITECTS.COM

MISSISSIPPI ARCHITECTS NO. 10000

MISSISSIPPI ARCHITECTS NO. 10000

MISSISSIPPI ARCHITECTS NO. 10000

MISSISSIPPI ARCHITECTS NO. 10000

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**BUILDING PERMIT SET**  
**BLOW MOLDED**  
**2024 PROPOSED BUILDING ADDITION**  
222 BRONDER DRIVE, FOLEY, MISSISSIPPI

A300

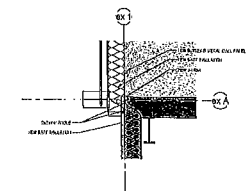




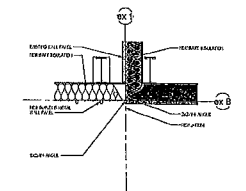


**BUILDING PERMIT SET**  
**BLOW MOLDED**  
**2024 PROPOSED BUILDING ADDITION**  
222 BRONDER DRIVE, FOLEY, MN 55229

**A600**



1 DETAIL  
SE + TP



2 DETAIL  
SE + TP

TO: FOLEY CITY COUNCIL  
FROM: SARAH BRUNN, CITY ADMINISTRATOR  
SUBJECT: BLOW MOLDED SITE PLAN REVIEW  
DATE: JUNE 6, 2024

---

## Blow Molded – Site Plan Review for Building Addition

Comments provided by staff are as follows:

### City Engineer

From a Civil standpoint, the drainage for the site improvements appear to be collected onsite and proper erosion BMPs are proposed. I do have the following comments:

- We should request documentation of approval from the MN Dept of Labor and Industry. **Plan review letter was provided.**
- The attached plan sheet is from the 2019 building addition. A 15” storm sewer pipe was proposed to run under the building addition from the north parking lot to the pond. After discussion with Mark, we are under the impression that was constructed per plan. The 2024 building addition plans do not show that storm sewer but has the proposed storm sewer system discharging to the pond at roughly the same location. We should verify the existing storm sewer system is being maintained by either connecting to the proposed storm sewer or separate systems. **Storm sewer pipe was the 2019 addition was installed – they will be separate systems.**

### Public Works

- Just verifying that there is no sewer or potable water being extended to this new addition. **Correct**
- As I’m sure a fire sprinkler suppression system will be needed, just verifying that they are branching off of the existing buildings sprinkler system for water supply. **Yes**

### City Attorney/Admin

- Building Height
  - From the Building Permit Set document A300, it shows an existing height of 122 feet. **According to scale of plans, height is 17’ on low eve, 22’ on high eve – does comply with height requirements.**
- Open Storage
  - Section 18, Subd. 6 outlines the prohibition on open storage and the exceptions to that prohibition.
  - **Blow Molded does have storage of some materials outside – however it is located in the rear, screened by the facility (building). The City has allowed for this because it is screened by the building. No additional open storage is being planned, just the existing that has been in place for numerous years. No concern from staff.**
- Proposed Use of Property
  - Section 18, Subd 7(1) requires the site plan to contain the current and proposed use of the property. **The expansion will be only for warehouse/storage. No manufacturing.**
- Location of Waste Facilities
  - Section 18, Subd. 7(3) requires the site plan to contain the location of waste facilities and the screening for those facilities. **Existing waste facilities are located in the rear – was requested of applicant to note on the site plan. The facilities are screened by the buildings and no change to them is planned.**

- Parking
  - Section 18, Subd. 7(7) references Section 7 of the Zoning Ordinance. Section 7 of the Zoning Ordinance requires either (1) at least 8 parking spaces, plus one space for each two employees on each shift on maximum planned employment, or (2) one parking space for each 600 feet of floor area. **Staff requested applicant to provide of count of spaces. No additional employees are anticipated with the proposed expansion. See comments below regarding calcs provided by legal:**
  - The applicant will need to provide either:
    - 77 parking spaces  $(46,700 \text{ (the total square footage)}/600=77.8333)$  OR
    - We will need to verify the applicant's employment numbers and ensure there are still enough parking spaces with the expansion.
- Landscaping
  - Section 18, Subd. 7(8) requires the site plan to show landscaping as required by Section 5, Subd. 3 of the city's Zoning Ordinance. Section 5, Subd. 3 requires the lot to be landscaped in "grass, sodding, shrubs or other acceptable vegetation or landscaping techniques."
  - Document C101 of the Building Permit Set shows that the lot will be covered in a bituminous surface, concrete surface, or gravel surface.
  - These surfaces are likely acceptable given that the building is in the industrial district. However, if it is not an acceptable landscaping for the lot, the landscaping needed should be discussed. **Existing landscaping to remain the same – no additional landscaping anticipated in the rear- only the addition of the building.**
- Distances to surrounding buildings and surrounding land uses
  - Section 18, Sub. 7(12) requires that the site plan show the distances to sounding buildings and surrounding land uses. **This addition is located only near buildings owned by the applicant.**
  - The only distance I found in the renderings was the setback from the lot line.



Division of Construction Codes and Licensing  
**REPORT ON PLUMBING PLANS**

**PROJECT:** Blow Molded Specialties Storm Drainage, 222 Bronder Dr, Foley, Benton County, Minnesota, *Plan No. PB-R2404-0329*

**OWNERSHIP:** Blow Molded Specialties, 222 Bronder Drive, Foley, MN 56329

**SUBMITTER:** William Huston, Rice Companies, 1019 Industrial Drive South, Sauk Rapids, MN 56379

Plans Dated:

Initial Date Received: April 29, 2024

Last Date Received: April 30, 2024

Date Approved: May 9, 2024

This review is limited to the provisions of the Minnesota Plumbing Code, Minnesota Rules, Chapter 4714 and assumes the data on which the design is based are correct. Approval is contingent upon meeting the requirements listed below. **A copy of the approved plans and this report must be retained at the project location.**

**INSPECTIONS:** This project will be inspected by the local municipality. The contractor/installer must obtain all required inspection permits from the Foley Building Official, Nancy Scott. All plumbing installations must be tested and inspected in accordance with the requirements of the Minnesota Plumbing Code. No plumbing work may be covered prior to inspection.

**REQUIREMENT(S):**

1. All plumbing shall be installed in accordance with Chapter 4714. All pipe, fittings, traps, fixtures, materials, and devices shall be listed or labeled by a third-party listing agency and comply with the applicable standards referenced in the code (see Sections 301.2 and 1701.1).
2. The new storm sewer system must be designed so that the inlet pipe into the holding pond has an elevation above the level attained by the water quality volume. The Minnesota Plumbing Board has issued a final interpretation on the matter which may be viewed at:  
<https://www.dli.mn.gov/sites/default/files/pdf/PB0160.pdf>  
A surcharged storm drainage system may be permitted only when approved by the administrative authority as an alternate method of installation (see Table 1701.2, and Section 301.3). If necessary, please provide a copy of the local approval to this office and clearly mark all portions of the surcharged system on the plans.
3. Changes in direction in drainage piping must be made by appropriate use of wyes and bends (see Section 706.0 and 1101.4). Sanitary tees are not allowed for horizontal to horizontal direction changes.
4. AASHTO M252 HDPE pipes 4-inch to 10-inch or ASTM F2306 HDPE pipes 12-inch to 60-inch may be used for storm sewers only if approved by the administrative authority as alternate materials prior to installation (see Section 301.3):
  - a. Pipes must be listed and labeled. Fittings are not permitted.
  - b. Pipes must be installed with a minimum 10-foot separation from water piping and may not cross above or less than 12 inches below water service lines (see Section 720.1).
  - c. HDPE pipes must not be installed within 10 feet of a building.
  - d. HDPE connection to a different material must use an approved listed application-specific transition coupling meeting ASTM C1173 or ASTM C1461 (see Section 705.10).
  - e. Water-tight resilient joints must be used at all connections, including structures.
  - f. Installation must be open-trench per Section 314.4.1 and manufacturer's installation instructions.

Blow Molded Specialties Storm Drainage  
Plumbing  
Plan No. PB-R2404-0329  
Page 2 of 2  
05/09/2024

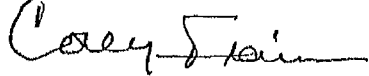
5. Storm sewers within 10 feet of the building or water service line must be tested per Section 1107.0. This shall include the catch basins less than 10 feet from the building.

**NOTE(S):**

1. The scope of this project consists of installing new storm sewer to collect seven open face downspouts and surface drainage.
2. **This approval is for the storm sewer only.** Plans and specifications for the building plumbing system must be submitted to and approved by this office prior to installation. If after review of the building plumbing plans it is found that the site utilities are undersized and/or non-compliant, the site utilities must be brought into compliance with the Minnesota Plumbing Code before installation of the interior plumbing may begin.

Authorization may be withdrawn if installation does not begin within one year. Additional requirements may result from changed conditions or additional information.

Approved:



Corey Frain, P.E.  
Public Health Engineer  
Plumbing Plan Review and Inspections  
651/284-5882  
[corey.frain@state.mn.us](mailto:corey.frain@state.mn.us)

cc: William Huston, Rice Companies  
Blow Molded Specialties  
Nancy Scott, Building Official  
File



**From:** [Sarah Brunn](#)  
**To:** ["Emma Thorsten"](#)  
**Cc:** [Pappenfus, Mark](#)  
**Subject:** RE: Pool Event  
**Date:** Monday, June 17, 2024 7:30:00 AM  
**Attachments:** [image001.png](#)  
[Hold Harmless Agmt \(2024\) - Foley Booster Club.docx](#)

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Hi Emma.

We did some checking into this – both on the legal side and also with Mark as it relates to our current MN Department of Health licensing.

One thing we definitely cannot do is donate the admission – we are not allowed to directly donate public funds to local sporting team boosters. We could donate to the booster club for work completed – i.e. lifeguards donating their time as that is “contracted work.”

We would recommend something where the city still collects the normal admission and then the booster club collects an additional admission if they would like for their activities. I think we can work with most of the items – but have to be mindful we can't have too loud of music and congestion in the pool area as that opens up the city to liability and safety concerns. I would recommend we try to focus as many activities as possible outside of the pool gate in the separate parking lot area. We could (with proper monitoring) open up the gate in between the parking lot area and pool.

I do not have concerns with allowing for lifejackets/pool noodles/floatation devices.

Food would have to be done outside the gates – and the city would have nothing to do with that – we would simply be allowing you to use the location (like a park/pool rental situation).

The attorney has asked me about a hold harmless agreement for the club to sign. I'm not sure what your thoughts on this are – we typically do these because the city is a target for claims. I've attached a rough draft.

Everything I've said above is subject to council approval – we are having a special meeting on Friday, at noon to bring this up (after a few other issues we need to deal with). If you are able to pop in I think that would be helpful. Maybe in the meantime you can chat with the other booster club members to get more of the details figured out.

Thanks.

**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:** Sarah Brunn

**Sent:** Wednesday, June 12, 2024 8:18 AM

**To:** 'Emma Thorsten' <thorstene01@gmail.com>

**Subject:** RE: Pool Event

Emma – letting you know I didn't forget about you – just running it through a couple channels here related to liability/logistics.

Thanks.

**Sarah A. Brunn**

**City Administrator**

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



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320-968-6325 Fax

**From:** Emma Thorsten <[thorstene01@gmail.com](mailto:thorstene01@gmail.com)>

**Sent:** Monday, June 10, 2024 4:28 PM  
**To:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>  
**Subject:** Pool Event

Sarah -

So, I'll preface this with I am kind of wearing two different hats in this email, both the pool manager, but at the Head Swim Coach..haha!

This year the swim team has started a Booster Club and are looking for ways to fundraise for the team. One idea they came up with was an event called "Swimapaloza". I added the details to what they are thinking for the event below. Wondering what your thoughts are on this? If this is at all a possibility? If parts are an options, but not others? Let me know your thoughts

"Swimapaloza" event we would like to do, to raise funds for our Swim & Dive Booster Club.

We have talked about trying to lock down a weekday afternoon, that the pool would still remain open to the public. We are looking at **Wednesday, July 31st** as a starting point from 12 p.m. - 3:00 p.m.

Some items we talked about doing as part of the "Swimapaloza" Event

- Open swim
- Dance party/speakers & Music in the kiddo pool area
- Face painting station
- Selling of pool noodles available
- Tent in parking lot with tables and Chairs
- Bubbles/bubble machine
- Photo Booth
- Order forms for swim apparel and some discussion around non-specific Falcon apparel & "Swankies" (Swankies are a new idea we had, like the homer hanky but instead Swim Hankies)
- Grill out (Burgers/hotdogs outside the pool area in the parking lot next to the pool)

We were curious if it would be okay to allow floaties/life jackets etc. on this day for the event? Could that be approved by the city?

We also discussed the lifeguard situation; could it be possible for the girls all a part of the Swim & Dive team to essentially "donate their time" from the hours of 12-3, and those proceeds that would have otherwise gone to them, be donated to the Swim booster Club. We mentioned a few names to consider (have not spoken with them yet on this) Hannah, Kelsey, Liz, and Sydney to list a few to start.

We also discussed asking for a \$10.00 admission for each person (during that window of when the event is taking place), which would include access to the pool all afternoon, a ticket for a hot dog/burger chips cookie and beverage, as well as any activities that would be going on within the pool area/parking lot next door as part of our "Swimapaloza" Event.

We realize this next ask might be a longshot, but because this is our start-up year of

getting this booster club started, would the city approve **ALL** the proceeds (\$10.00 admission per person from 12-3) to go directly to the Swim & Dive Booster club? Otherwise, I know current admission is \$4.00, so could we at a minimum get the \$6.00 per admission to go towards our Club if they do not approve 100% of it? I think we can be open to options here, we just want to try and raise as much money as we can for the booster club as this will likely be our biggest event within this first year we are starting up. If we ask \$10.00 and the city only approves a portion of this, we think we can work with that, but want to lead with the mindset that this is to primarily benefit our Foley Swim & Dive team.

I will also say this was completely a Booster Club idea. I did not have any part in creating the activities for the event, or talk with them about changing prices. (Also in regards to prices, I am thinking they did not know the cost of admission went up this year. So I can chat with them about the change in admission.) They initially came to me with the idea as Coach Emma, and I said it could be fun, but it would have to be approved by the City. Now they are coming to me as Pool Manager Emma to have it presented to you. So no pressure from me. I am in a tough place and am just relaying information at this point...haha

Let me know your thoughts!

Thanks,  
Emma

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The City of Foley, (the “City”), and Foley Booster Swim Club (“Swim Club”), make this Indemnification and Hold Harmless Agreement (this “Agreement”) effective as of July 31, 2024, (the “Effective Date”).

### RECITALS

- A. The Swim Club has requested to use the Foley Municipal Pool and nearby parking area located at **ENTER LOCATION ADDRESS** on July 31, 2024, in order to conduct an swimming pool event.
- B. The City has agreed to the temporary parking lot closure and use of the pool facilities on the condition that the Swim Club indemnifies the City from any liabilities, costs and damages which may occur as a result of or arising out of the temporary closure, or the swim club’s event participants.

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

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

2. **Care and Coordination.** The Swim Club agrees to at all times exercise reasonable precautions in accordance with all applicable governing safety regulations and will be solely responsible for the safety of its employees, agents, clients, licensees, invitees and other persons, as well as their property, while conducting the equine vaccination event. The City shall not under any circumstance be liable for the actions or omissions of the Swim Club, its officers, agents, employees, clients, licensees, invitees or other persons associated with the Swim Club. The Swim Club agrees to at all times coordinate and cooperate with City staff on all safety concerns and required precautions.

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

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

CITY:

\_\_\_\_\_

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

Foley Swim Club:

\_\_\_\_\_

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

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

ORDINANCE NUMBER 481

AN ORDINANCE AMENDING THE FOLEY CITY ORDINANCES  
CHAPTER VI, SECTION 610  
SEWER RATES AND CHARGES

The Foley City Council hereby ordains:

**SECTION 1:**

That Section 610:00, Subdivision 2 is hereby repealed in its entirety and replaced with the following:

Subd. 2. Rates, Fees and Charges. The City Council shall adopt by resolution schedules of sewer rates, fees and charges which schedules shall be known as the sewer rate schedule. All water usage is subject to sewer rate charges except for the months of May, June, July and August where the residential sewer rate charge will be based on the prior January usage (sewer charge) known as the winter sewer charge. *If the January usage (winter sewer charge) is higher than the current month's usage – the lower of the two will be used for the sewer rate.* Under no circumstances will any sewer charge be lower than the established minimum monthly charge.

**SECTION 2:**

Upon approval by at least 4/5th of all of the members of the City Council, the Council determines that the following summary clearly informs the public of the intent and effect of this ordinance and authorizes the publication of the summary in place of the entire text thereof:

**AN ORDINANCE AMENDING SEWER CHARGES AND RATES.**

The Sewer Charges and Rates were amended to allow for the establishment of winter sewer charges. A copy of the ordinance is available at City regular business hours.