



**City Council – Meeting Agenda
October 1, 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 September 3, 2024.
 - Approve the minutes of September 13, 2024.
 - Approve update to Police Pursuit Policy.
 - Approve Amendment No. 1 to ARPA Agreement with Benton County.
 - Approve payment of bills.
5. Wastewater Regionalization Project
 - Update on project & Pay Application Request #22.
6. Foley Fire Relief – Bryan Moshier
7. Consider Ordinance #487 – Sewer Charges (From July council action)
8. Mayor’s Comments & Open Forum
9. Department Reports:
 - Police Department –Katie McMillin
 - City Attorney –Ashley Bukowski
 - City Engineer – Jarod Griffith
 - Consider & Approve Additional Design Work for 2025 Improvements (13th Avenue).
 - Consider & Approve 2025 Lead Water Services – Design & Bidding.
 - Public Works/Fire – Mark Pappenfus
 - Consider & Approve Public Works Truck Purchase.
 - Township Fire Contract Meeting
 - Administration – Sarah Brunn
 - Welcome Signs Update/Additional Work
10. Old Business
 -
11. New Business
 -
12. Mayor’s Comments and 2nd Open Forum
13. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – September 3, 2024

The Foley City Council held their regular meeting on Sept. 3, 2024, at 5:30 p.m. at Foley City Hall.

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

Members Absent: None.

Mayor Jack Brosh presided and called the meeting to order at 5:30 p.m.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

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

- Approve minutes of Aug. 20, 2024.
- Approve minutes of Aug. 27, 2024.
- Approve payment of bills.

Motion carried, unanimous.

Wastewater Regionalization Project Update

Jared Voge from Bolton & Menk gave an overview to the council and recommended Payment Estimate #21 of \$173,948.91 for approval. The estimate includes work completed through Aug. 23. The project is 95% completed. The contractor is currently making sure all the system components are talking to each other. Punch list items are also being addressed.

Motion by Gondeck, seconded by Swanson, to approve Payment Estimate #21.

Motion carried, unanimous.

Voge also presented Change Order #3 from Geislinger and Sons for discussion and approval. This change order is related to contract completion time, extending it to Oct. 25. Final payment would be due Dec. 20, 2024. Questions and discussion followed. Voge explained that equipment deliveries have caused delays. Anticipated schedules from contractors indicate further extensions should not be needed. The system should be operational by Oct. 25.

Motion by Swanson, seconded by Mathiowetz, to approve Change Order #3.

Motion carried, unanimous.

St. John's Area School Fence Request

Chris Smith, Principal of St. John's Area School addressed the council requesting permission to construct a fence on the property line shared with the city's alleyway to enclose the school playground in order to meet state regulations. Discussion and questions followed.

Mark Pappenfus, Director of Public Works, stated the proposed fence would not interfere with plowing or snow removal in the alley.

Brosh requested that a letter should be signed to cover any liability for the city if the fence was damaged during snow removal. Smith agreed.

Motion by Mathiowetz, seconded by Gondeck, to approve the fence for St. John's Area School.

Motion carried, unanimous.

Mayor's Comments and Open Forum

Debra Olson, 600 Dewey Street, asked how the RFP for the new housing development was communicated to the public. She stated she wanted to make sure all the developers in the area were well informed.

Discussion/Comments on the 2025 Preliminary Budget

Brunn presented the preliminary budget as discussed during the last meeting and asked the council if there were any additional changes. Discussion and questions followed.

Discussion pivoted to the proposed 2025 street project for the north side. Jared Griffith, City Engineer, gave an overview of the drainage issues on 13th Avenue N and Mariah Drive. Existing roadways are in need of improvement. More research and discussion is needed for more exact estimates.

Brunn stated that the city did have some available revenue in the storm water fund. More funds would be available for a smaller project next year. Discussion followed on the possibility of incorporating the two smaller projects into the proposed 2025 street project on the north side. Brunn stated it would be best to fold the smaller projects into the larger project.

Motion by Voit, seconded by Mathiowetz, to request mill, overlay, and drain tile on 13th Avenue be added to the project.

Motion carried, unanimous.

Discussion pivoted to the proposed council tablets. Brunn asked the council if they would like to include this item in the 2025 budget. The tablets would offer a cost savings instead of printing council meeting packets. Discussion and questions followed. The council agreed to leave the item in the proposed budget.

Brunn clarified that the proposed tennis/pickle ball court improvements that will be presented in the department reports would be covered under 2024 funds.

Motion by Voit, seconded by Gondeck, to approve the Resolution #2024-20 Adopting the Preliminary Levy at 4.7%.

Motion carried, unanimous.

Department Reports

Police Department

Chief Katie McMillin gave an overview to the council of the August stat report. The department responded to 390 calls in August. Accidents and harassment calls are up. Disturbing the peace was down. McMillin also explained that many of the calls, especially calls involving mental health, are requiring more time from officers to resolve. On average, each mental health call requires 2.5 hours. She also added that officers are getting more types of calls they're not used to seeing. Investigations are time consuming. McMillin also reminded the council that today was the first day of school for Foley students.

Swanson expressed concerns about speeding on Hwy 23 and 25. McMillin agreed and stated a lot of citations were written during TZD on Hwy 23. She said she'd be talking with Benton County soon to ask to use their speed wagon near the school and on Broadway Avenue N.

Mathiowetz asked McMillin how the officers handle mental health calls. McMillin explained that officers receive a lot of training from the state. Our officers are very good at helping people who are having mental health issues.

Discussion and questions followed on people failing to yield as they enter the roundabout. McMillin said she would post a patrol to monitor. If the motorist is in the roundabout they have the right-of-way. Cars entering the roundabout must yield.

Gondeck stated he liked the TZD hours for the officers and asked if more were planned. McMillin agreed and stated she would like to get more of the part-time officers trained to do TZD hours next year.

McMillin gave an overview of her recommendation for the new 2025 Dodge Durango patrol car. The basic cost of the vehicle is \$40,356 plus additional equipment costs – final quote pending. Estimated final cost would be \$61,000 or possibly less. The new squad will replace the 2019 squad. She also stated that new squad and body cameras are due to be replaced. Currently, the department is using 2016 laptops.

Motion by Voit, seconded by Mathiowetz, to approve purchase of 2025 Dodge Durango.

Motion carried, unanimous.

McMillin will confirm delivery date on new squad.

City Engineer

Griffith gave a brief update on PFA funding from the end of May. The city should see a first round rating and scoring in September.

Public Works and Fire Department

Pappenfus directed the council to the second quote in their packet for the resurfacing of the tennis court. Uncertain if work would begin this year or wait till spring. Work would also need to be done to fix the fence and make the courts ADA compliant. The quote for the resurfacing is \$53,900 and could be restriped to include tennis and pickle ball courts. The quote does not include portable nets.

Discussion and questions followed regarding the layout of the tennis and pickle ball courts. Voit shared that the Lions Club had expressed interest in donating funds for the tennis court renovation. The council requested pictures of what the finished courts would look like before making a final decision on the layout of the courts.

Motion by Voit, seconded by Swanson, to approve the Pro Track and Tennis proposal with the option to see pictures of the final layout.

Voit stated he would bring to the next council meeting an answer from the Lions Club on a possible donation.

Motion carried with Gondeck, Brosh, Swanson, and Voit voting yes. Mathiowetz voted no.

Pappenfus added that the pool is closed for the season and the temporary Public Works hires are done for the year.

Administration

Brunn asked the council who would be available to attend a special council meeting on Sept. 13 at noon to approve a temporary liquor license for Pantown Brewing. The council confirmed a quorum would be present. She also provided feedback on the tier conservation water/sewer rates that were discussed during the last council meeting. She expressed concern that a tiered rate structure is very complex and it takes a lot of time to analyze the data in order to build one. She recommended the city do a full utility rate study first. She directed the council to their packets with the sample rate study from the City of Sartell. The report includes rates, debt, and long-term planning. The cost of the study was around \$17,000. She asked the council for their thoughts and if they wanted to move forward with a similar study. Discussion and questions followed.

Swanson stated he would be in favor of the report as it would be helpful for future councils. Goneck, Mathiowetz, and Voit all expressed support. Brunn said she would solicit some proposals to bring back to the council for their approval.

Brunn shared that staff received a request to begin negotiations with the police department union. She said she would get something on the calendar with the Personnel Committee.

Brunn reminded the council that during the Sept. 13 meeting for the liquor license request the council could decide to charge the applicant for the special meeting. Because of publication requirements, the request could not be added to the regular Sept. 3 council meeting agenda. Discussion and questions followed.

Brosh asked if the Benton Economic Partnership (BEP) was also sending out the RFP for the proposed housing development. Brunn confirmed they were. She also confirmed that the RFP was emailed to 22 developers, posted to building associations and housing partnerships, the League of MN Cities...etc..., as well as communicated through city channels (e.g. website and social media). Staff has met all publication requirements for the RFP.

Old Business

None.

New Business

None.

Mayor's Comments and Open Forum

No one spoke.

Motion by Gondeck, seconded by Swanson, to adjourn.

Motion carried, unanimous.

Meeting adjourned 6:36 p.m.

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

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – September 13, 2024

The Foley City Council held a special meeting on Sept. 13, 2024, at 12:00 p.m. at Foley City Hall.

Members Present: Councilmembers Jeff Gondeck, Deb Mathiowetz, and Brandon Voit.

Members Absent: Jack Brosh and Gary Swanson

Councilmember Jeff Gondeck presided and called the meeting to order at 12:00 p.m.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

Approve Pantown Brewing Temp On-Sale Liquor License (Sept. 18, 2024, event)

Gondeck closed the regular meeting and opened the public hearing at 12:00 p.m.

No one spoke.

Gondeck closed the public hearing and reopened the regular meeting at 12:01 p.m.

Motion by Voit, seconded by Mathiowetz, to approve the temporary on-sale liquor license for Pantown Brewing for Sept. 18 event.

Motion carried, unanimous.

Other Business

Sarah Brunn, City Administrator, asked the council if they wanted to charge Pantown Brewing for the cost of holding the special meeting. Pantown was late turning in their liquor license application so staff was unable to meet the publication requirements to include it on the agenda for the Sept. 3 regular council meeting. The special council meeting was needed to approve the license in time for the event on Sept. 18.

Discussion and questions followed. Council agreed to waive fee, but stated if it happens again they would not hold another special meeting for no charge.

Brunn also shared that Benton County has offered an additional \$175,000 in ARPA funds. This was money we were going to use for a broadband project but the line from Foley is not yet here and may not be in time for the funding deadline. She asked the council if they would like her to amend the water/sewer infrastructure agreement with the county so the amount would be raised from \$500,000 to \$675,000. The council agreed.

Motion by Voit, seconded by Mathiowetz, to adjourn.

Motion carried, unanimous.

Meeting adjourned 12:05 p.m.

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

Chapter 5

500 : Pursuit Policy

POLICE PURSUIT MODEL POLICY
Minn. Stat. § 626.8458

I. POLICY

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

II. GUIDING PRINCIPLES

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

III. DEFINITIONS

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

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

IV. PROCEDURE

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

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

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

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

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

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

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

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

D. Procedures & Tactics for support units

1. Officers are authorized to use emergency equipment at intersections along the pursuit path to clear intersections of vehicular and pedestrian traffic to protect the public.
2. When possible, non-pursuing personnel needed at the termination of the pursuit should respond in a non-emergency manner, obeying all non-emergency traffic laws.

3. All participating units should operate under emergency conditions.

E. Supervision of Pursuit Activities

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

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

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

F. Dispatch Responsibilities

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

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

G. Factors Influencing the Termination of a Pursuit:

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

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

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

1. The primary unit shall update critical information to the dispatcher before leaving its jurisdiction.
2. The primary law enforcement vehicle shall remain the primary vehicle in other jurisdictions unless the controlling pursuit authority transfers its authority to another jurisdiction.
3. Upon receiving notification the pursuit is entering another agency's jurisdiction, the dispatcher shall forward all critical information possessed by the dispatcher to that agency.
4. When a pursuit enters this law enforcement agency's jurisdiction:
 - The dispatcher shall update the critical information to the shift supervisor or other authorized individual identified by the law enforcement agency.
 - The controlling pursuit authority shall determine if the pursuit is in conformance with policy and shall provide appropriate direction to their units.
5. When a pursuit enters another agency's jurisdiction, the primary officer or supervisor, taking into consideration distance traveled, unfamiliarity with the area and other pertinent facts, should determine whether to request the other agency to assume the pursuit. Unless entry into another jurisdiction is expected to be brief, it is generally recommended that the primary officer or supervisor ensure that notification is provided to the dispatcher and to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether such jurisdiction is expected to assist (Minn. Stat. § 626.8458 Subd. 2 (5)).

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

I. Fresh pursuit outside state boundaries

Subject to the conditions identified under H.5. above the officer may continue the pursuit across state lines with those states, which grant reciprocity. This would include North Dakota, South Dakota, Iowa, and Wisconsin (Minn. Stat. §626.65, Uniform Law on Fresh Pursuit; Reciprocal.)

J. Air Support

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

K. Pursuit Summary Report

1. The primary officer and the supervisor shall file a pursuit summary report.
2. To ensure compliance with Minn. Stat. § 626.5532, the chief law enforcement officer shall ensure the completion of the State pursuit report form and forward it to the Commissioner of Public Safety within 30 days following the pursuit.
3. As required in Minn. Stat. §626.5532, the report must contain the following elements:
 - a) the reason(s) for, and the circumstances surrounding the pursuit;
 - b) the alleged offense;
 - c) the length of the pursuit in distance and time;
 - d) the outcome of the pursuit;
 - e) any injuries or property damage resulting from the pursuit; and
 - f) any pending criminal charges against the driver.

- g) other information deemed relevant by the Commissioner of Public Safety.

4. Care and Consideration of Victims

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

Minn. Stat. §626.8458 Subd. 2 (6)

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

M. Use of Firearms

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

N. Capture of Suspects

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

O. Evaluation and Critique

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

P. Training

In accordance with POST requirements, all sworn members shall be given initial and periodic updated training in the department's pursuit policy and safe emergency vehicle operation tactics.

In accordance with Minn. Stat. §626.8458, the chief law enforcement officer shall provide in-service training in emergency vehicle operations and in the conduct of police pursuits to every peace officer and part-time peace officer employed by the agency who the chief law enforcement officer determines may be involved in a police pursuit given the officer's responsibilities.

This training shall comply with learning objectives developed and approved by the board and shall minimally consist of at least eight hours of classroom and skills-based training every five years. Continual training should also be considered for those officers authorized to use the PIT maneuver, tire deflation device deployment, GPS tracking, and related pursuit intervention procedures, tactics, and technologies.

If the chief law enforcement officer determines an officer will not be involved in police pursuits, the CLEO must notify POST of the officer's exemption status.

AMENDMENT NO.1

To

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

DATED May 21, 2024

This amendment to the “Benton County American Rescue Plan and State and Local Fiscal Recovery Funds Grant Agreement” dated **May 21, 2024** is by and between the County of Benton, State of Minnesota, (hereinafter “the County”), 531 Dewey Street, P.O. Box 129, Foley, MN 56329, and the City of Foley, Minnesota, 251 4th Avenue North, Foley, MN 56329 (hereinafter “the City”).

WHEREAS, The County and the City wish to amend this Agreement as provided in the original “Benton County American Rescue Plan and State and Local Fiscal Recovery Funds Grant Agreement” dated **May 21, 2024**; and

WHEREAS, the Agreement provided for a subsidy of State and Local Fiscal Recovery Funds awarded to the County under the American Rescue Plan Act to qualified developers to install water and sewer infrastructure to serve new residential lots in the City of Foley; and

WHEREAS, the County wishes to provide additional State and Local Fiscal Recovery Funds Grant funding for this same enumerated purpose; and

WHEREAS, the parties understand and agree that State and Local Fiscal Recovery Funds Grant funding may only be expended for water and sewer infrastructure to serve new residential lots and must be fully expended by December 31, 2026.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

Section 1.2 shall be amended as follows:

1.2 Grant Amount. The total amount of the Grant is ~~\$675,000~~ ~~\$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**.

Section 4.1 shall amended as follows:

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 ~~\$675,000~~ ~~\$500,000~~. All costs and expenses exceeding the amount of the Grant Funds shall be the responsibility of the Grantee.

Exhibit A shall be amended as follow:

(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:	\$675,000 \$500,000
(viii)	Total Amount of Federal Funds obligated to the Subrecipient by the Pass-Through Entity, including the current obligation:	\$675,000 \$500,000
(ix)	Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity:	\$675,000 \$500,000
(x)	Federal Award Project Description:	Sewer and water infrastructure
(xi)	Name of Federal Awarding Agency:	US Dept of Treasury
	Name of Pass-Through Entity:	Benton County
	Contact Information for Pass-Through Entity Authorizing Official:	Montgomery Headley County Administrator 531 Dewey Street Foley, MN 56329 mheadley@co.benton.mn.us
(xii)	Assistance Listing Number and Name:	CFDA 21.027 Coronavirus State and Local Fiscal Recovery Fund
(xiii)	Identification of whether the award is for R&D:	Not for R&D
(xiv)	Indirect cost rate for the Federal Award:	Not applicable

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ALL PROVISIONS AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the County and City have duly executed this Agreement on the _____ day of _____, 20____.

City of Foley

By: _____
Jack Brosh, Mayor

Date: _____

Attest: _____
Sarah Brunn, City Administrator

Date: _____

COUNTY OF BENTON

By: _____
Jared J. Gapinski, County Board Chair

Date: _____

ATTEST: _____
Montgomery Headley, County Administrator

Date: _____

Payroll - 2024

Gross Salaries - Bi-Weekly	Payroll -	55,164.44
EFTPS	Federal Withholding	10,266.17
MN Dept of Revenue	State Withholding	1,676.25
State Treas. PERA	PERA	7,281.69
Nationwide	Deferred Comp	1,166.37
Pacific Life Ins	Roth IRA	90.00
Further	HSA Contribution	1,296.14
MN Dept of Human Services	Child Support Garnishments	329.48

Gross Salaries	Payroll -	47,548.68
EFTPS	Federal Withholding	8,496.48
MN Dept of Revenue	State Withholding	1,621.83
State Treas. PERA	PERA	7,315.80
Nationwide	Deferred Comp	1,170.12
Pacific Life Ins	Roth IRA	90.00
Further	HSA Contribution	1,296.14
MN Dept of Human Services	Child Support Garnishments	329.48
LELS	PD Union Dues	211.50

Already Paid 10/1/24

Midco	08/24 City Hall/PD/FD Utilities	1,018.51
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To Be Paid 10/1/24

ALERT-ALL CORP	FD FIRE PREVENTION	911.00
ALEX AIR APPARATUS 2 LLC	FD EQUIPMENT-FLASHLIGHTS- HOSE& GLOVES-FOAM	2,125.29
ALLIED BLACKTOP COMPANY	2024 CIP STREETS - CHIP/CRACK SEALING	88,885.00
AMCON CONCRETE PRODUCTS	STORM SEWER CATCH BASIN	220.00
AUTO VALUE	VEHICLE / SHOP MAINTENANCE	222.23
BENTON COUNTY ATTORNEY	8/24 LEGAL FEES	1,056.00
BENTON COUNTY AUDITOR-TREAS	DITCH AUTHORITY MAINTENCE FEE	31.47
BENTON COUNTY HIGHWAY DEPT	8/24 PD FUEL	1,209.55
BOLTON & MENK	WASTE WATER EXPANSION	46,351.75
BOUND TREE MEDICAL, LLC.	FD MEDICAL SUPPLIES	92.46
BRYAN MOSHIER	LAWN MOWING -2ND AVE&BROADWAY AVE CITY VIO	120.00
CENTRACARE	LIND MED PRE-HIRE	58.75
CENTRAL MCGOWAN INC	O2	14.12
CGMC	LABOR & EMPLOYMENT RELATIONS SEMINAR BRUNN	60.00
CINTAS CORPORATION	UNIFORMS	475.79
CITY OF ST CLOUD	08/24 CAPITAL CHARGES	16,654.13
CITYWIDE INSULATION - ST. CLOUD	STORAGE SHED CEILING INSULATION	4,303.00
CLOUDNET	09/24 SERVER FEE	10.00
COBORNS, INCORPORATED	CITY HALL SUPPLIES	87.53
DESIGN ELECTRIC, INC	SEWER LIFT STATION GENERATOR CORD	317.00
EAST CENTRAL ENERGY	09/24 UTILITIES	1,252.96
FIRST NATIONAL BANK OF OMAHA	09/24 CC INVOICE	2,546.10
FOLEY FIRE DEPARTMENT	pass through State contribution	81,607.05
FOLEY FIRE DEPARTMENT	CITY RELIEF ASSN	9,500.00
FOLEY HARDWARE	PW /LIONS PARK MAINT SUPPLIES	459.56
FURTHER	09/24 HSA ADMIN FEE	37.85
FURTHER	8/24 EMP INS HSA CONT	900.00
GEISLINGER & SONS, INC	PAY APP # 22	6,032.50
GILMAN COOP CREAMERY	PW WEED SPRAY	127.98
GOPHER STATE ONE CALL	08/24 EMAIL TICKETS	62.10
GRAYBAR	LIFT STATION GENERATOR CORD	795.88
H & I ELECTRIC	HOLDRIDGE PARK WATER HEATER ELECTRICAL	250.00
HAWKINS, INC.	WATER CHEMICALS	3,579.93
HEALTHPARTNERS	09/24 PD MEMBER & NON-MEMBER EAP DAT	21.00
HEALTHPARTNERS	10/24 DENTAL INS	982.72
HEALTHPARTNERS	10/24 HEALTH INS EMP& EMPLOYEE	18,420.91
HORIZON CPO SEMINARS	POOL CPO TRAINING FOSS	395.00
JEROME KAHL	BACKGROUND INVESTIGATION FOR KML	400.00
JSD PROPERTIES	DOWNTOWN FACADE IMPROVEMENT	1,617.50
KIFFMEYER PLBG	PARK IMPROVEMENTS	3,397.41
L.I.F.E, LLC	PD EMR REFRESHER	870.00
LEAGUE OF MN CITIES	9/1-12/31/24 MEMBERSHIP DUES/FALL FORUM BRUNN	1,218.00
MACQUEEN EMERGENCY	1701 VAC TRUCK MAINT	38.59
MN DEPT OF HEALTH	FOSS MDH WATER OP LICENSE	23.00
MN DEPT OF REVENUE	08/24 WATER SALES AND USE TAX	532.00
MN POLLUTION CONTROL AGENCY	FOSS MPCA WASTEWATER LICENSE	23.00
MUNICIPAL EMERGENCY SERVICES	FD HOSE & PIKE POLE	1,833.42
MURPHY CHEVROLET	2201 VEHICLE MAINT	82.32
PROTRACK AND TENNIS	downpayment tennis/pickleball court	21,360.00
REVTRAK INC	08/24 CC FEES	1,873.08
RINKE-NOONAN	GENERAL- CANNABIS FRANCHISE AGREE LEGAL	4,568.50
RMB ENVIRONMENTAL LABORATORIES	WATER ANALYSIS/ WW POND DISCHARGE TESTING	862.13
SHIFT TECHNOLOGIES, INC	08/24 ANTISPAM	38.25
SHIFT TECHNOLOGIES, INC	08/24 OFFSITE BACKUP SERVICES	299.00
SHIFT TECHNOLOGIES, INC	09/24 SENTINEL ONE/ANTIVIRUS	63.00
SHIFT TECHNOLOGIES, INC	IT SW FIREWALL UPDATES	70.00
SHORT ELLIOT HENDRICKSON, INC	2025 STREET IMP / GENERAL ENGIN/SOUTHAIDE HOUS	14,450.44
STAPLES	OFFICE SUPPLIES -	55.68
STEFFES FAMILY COMPANY, LLC	DOWNTOWN FACADE IMPROVEMENT	1,809.88
SUMMIT FIRE PROTECTION	FIRE EXTINGUISHER	325.00
SUN LIFE FINANCIAL	9/24 LTD INS	310.27
TEAM LAB	WASTEWATER POND CHEMICALS	919.24
USABLE LIFE	10/24 LIFE INSUR	288.50
VOSS LIGHTING	LIBRARY LIGHT BULBS	60.00
WILLIAMS INTEGRACARE CLINIC	FD MEDICAL SUPPLIES PD NEW HIRE	715.42
XCEL ENERGY	09/24 UTILITIES	3,374.63

497,801.93

Additional Items To Be Paid 10-1-24

TOTAL



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

9/25/2024

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. 22 for the above referenced project. The estimate includes work completed through September 20th. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Geislinger & Sons, Inc., one copy to me for our records, and retain one for yourself.

Please contact me if you have any questions.

Sincerely,

Bolton & Menk, Inc.


Jared Voge, P.E.
Principal Engineer

Contractor's Application for Payment

Owner: <u>City of Foley</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>R21.120226</u>
Contractor: <u>Geislinger and Sons, Inc.</u>	Agency's Project No.: _____
Project: <u>Wastewater Regionalization Project</u>	
Contract: <u>Wastewater Regionalization Project</u>	
Application No.: <u>22</u>	Application Date: <u>9/25/2024</u>
Application Period: From <u>8/24/2024</u> to <u>9/20/2024</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 (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	16,265,331.71
5. Retainage		
a. <u>5%</u> X <u>\$ 16,265,331.71</u> Work Completed	\$	813,266.59
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	813,266.59
6. Amount eligible to date (Line 4 - Line 5.c)	\$	15,452,065.12
7. Less previous payments	\$	15,446,032.62
8. Amount due this application	\$	6,032.50
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	829,943.68

Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Geislinger and Sons, Inc.</u>	
Signature: <u><i>Matt Geislinger</i></u>	Date: <u>9-25-24</u>
Name: <u>Matt Geislinger</u>	Title: <u>Project Manager</u>

Recommended by Engineer	Approved by Owner
By: <u><i>Jared Voge</i></u>	By: _____
Name: <u>Jared Voge, PE</u>	Name: _____
Title: <u>Principal Engineer</u>	Title: _____
Date: <u>9/25/2024</u>	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Application No.:		Application Period:		From		to		Application Date:						
22		08/24/24		09/20/24		09/25/24								
A Bid Item No.	B Description	C Contract Information			D Previous Estimate		E Work Completed		F Materials Currently Stored (not in G)	G Work Completed and Materials Stored to Date (H + I)	H % of Value of Item (J / F)	I Balance to Finish (F - J)		
		J Item Quantity	K Units	L Unit Price (\$)	M Value of Bid Item (C X E) (\$)	N Quantity Previous Estimate	O Value Previous Estimate	P Estimated Quantity Incorporated in the Work					Q Value of Work Completed to Date (E X G) (\$)	
Original Contract														
1	MOBILIZATION	1.00	LUMP SUM	570,000.00	570,000.00	1.00	570,000.00	1.00	570,000.00		570,000.00	100%	-	
2	CLEARING AND GRUBBING	1.70	ACRE	31,000.00	52,700.00	3.60	111,600.00	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	49.00	53,900.00	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	1.00	7,500.00	1.00	7,500.00		7,500.00	100%	-	
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	80.00	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	67,600.00	1,274.50	108,332.50	1,274.50	108,332.50		108,332.50	160%	(40,672.50)	
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	-	-	-	-		-	-	-	
19	24" PIPE APRON	4.00	EACH	525.00	2,100.00	8.00	4,200.00	8.00	4,200.00		4,200.00	200%	(2,100.00)	
20	30" PIPE APRON	1.00	EACH	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	-	-	-	-		-	-	-	
24	24" PIPE CULVERT	282.00	LIN FT	45.00	12,600.00	494.00	22,230.00	494.00	22,230.00		22,230.00	175%	(9,540.00)	
25	30" PIPE CULVERT	20.00	LIN FT	65.00	1,300.00	-	-	-	-		-	-	-	
26	CONNECT TO EXISTING SANITARY MAIN	8.00	EACH	7,500.00	60,000.00	7.00	52,500.00	7.00	52,500.00		52,500.00	88%	7,500.00	
27	8" SANITARY SEWER PIPE	221.00	LIN FT	125.00	27,625.00	133.00	16,625.00	133.00	16,625.00		16,625.00	60%	11,000.00	
28	12" SANITARY SEWER PIPE	1,595.00	LIN FT	135.00	269,325.00	1,892.00	255,420.00	1,892.00	255,420.00		255,420.00	95%	13,905.00	
29	15" SANITARY SEWER PIPE	285.00	LIN FT	140.00	39,900.00	298.00	41,720.00	298.00	41,720.00		41,720.00	105%	(1,820.00)	
30	18" SANITARY SEWER PIPE	40.00	LIN FT	165.00	6,600.00	75.00	12,375.00	75.00	12,375.00		12,375.00	188%	(5,775.00)	
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-	1,385.00	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	4.30	2,795.00	4.30	2,795.00		2,795.00	100%	-	
41	CONSTRUCT SANITARY SEWER MANHOLE - DESIGN 4007 48"	178.00	LIN FT	550.00	97,900.00	171.93	94,561.50	171.93	94,561.50		94,561.50	97%	3,338.50	
42	CONSTRUCT SANITARY SEWER MANHOLE - 60" DESIGN	23.90	LIN FT	650.00	15,635.00	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	13.00	13,000.00	13.00	13,000.00		13,000.00	93%	1,000.00	
45	IRN & 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	185.00	23,125.00	185.00	23,125.00		23,125.00	40%	35,375.00	
47	CONSTRUCT LIFT STATION - BROADWAY	1.00	LUMP SUM	350,000.00	350,000.00	1.00	350,000.00	1.00	350,000.00		350,000.00	100%	-	
48	BROADWAY LIFT STATION ELECTRICAL, GENERATOR, &	1.00	LUMP SUM	125,000.00	125,000.00	1.00	125,000.00	1.00	125,000.00		125,000.00	100%	-	
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 No.:	R21.120226
Contractor:	Gelslinger and Sons, Inc.	Agency's Project No.:	
Project:	Wastewater Regionalization Project		
Contract:	Wastewater Regionalization Project		

Application No.:		Application Period:		From	to	Application Date:							
22				08/24/24	09/20/24	09/25/24							
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	0.95	133,000.00	0.95	133,000.00		133,000.00	95%	7,000.00
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	0.95	133,000.00	0.95	133,000.00		133,000.00	95%	7,000.00
53	LIFT STATION ALTERATIONS - LANGE	1.00	LUMP SUM	200,000.00	200,000.00	0.92	184,000.00	0.92	184,000.00		184,000.00	92%	16,000.00
54	LANGE LIFT STATION ELECTRICAL, GENERATOR, & CONTROLS	1.00	LUMP SUM	55,000.00	55,000.00	0.95	52,250.00	1.00	55,000.00		55,000.00	100%	-
55	CONSTRUCT ODOR CONTROL BUILDING	1.00	LUMP SUM	600,000.00	600,000.00	1.00	600,000.00	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	0.85	42,500.00	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	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	1.00	50,000.00	1.00	50,000.00		50,000.00	100%	-
60	EROSION AND SEDIMENT CONTROL	1.00	LUMP SUM	60,000.00	60,000.00	0.92	55,200.00	0.98	58,800.00		58,800.00	98%	1,200.00
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 MATRIK	305,375.00	SQ YD	0.50	152,688.00	323,459.49	161,729.75	323,459.49	161,729.75		161,729.75	106%	(9,041.75)
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	1.03	123,537.60	1.03	123,537.60		123,537.60	103%	(3,537.60)
66	COMPUTER ALLOWANCE	1.00	ALLOWANCE	10,000.00	10,000.00	0.78	7,823.20	0.78	7,823.20		7,823.20	78%	2,176.80
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	247.04	296,445.60	247.04	296,445.60		296,445.60	50%	291,554.40
Original Contract Totals					\$ 16,548,705.51		\$ 15,741,318.55		\$ 15,747,668.56	\$ -	\$ 15,747,668.56	95%	\$ 801,036.95

Stored Materials Summary

Contractor's Application for Payment

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

Application No.:		22		Application Period: From		08/24/24		to		09/20/24		Application Date:		09/25/24			
A	B	C	D	E	F	G		H		I		J		K		L	M
Item No. (Lump Sum Tab) or Bld Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed In Storage	Materials Stored		Incorporated In Work		Total Amount Incorporated in the Work (J+K)	Materials Remaining In Storage (L-M)						
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated In the Work (\$)			Amount Incorporated In the Work this Period (\$)					
32	Q953350	1 - 02535	Forcemain Pipe HDPE (9000 LF@536.5/FT)	Contractor secured site	1	328,500.00			328,500.00	328,500.00		328,500.00					-
32	Q953352	1 - 02535	Forcemain Pipe HDPE (7200 LF@536.5/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					-
						Totals	\$ 2,589,648.85	\$ -	\$ 2,589,648.85	\$ 2,589,648.85	\$ -	\$ 2,589,648.85	\$ -				

OFFICE OF THE STATE AUDITOR

Financial Projections

	2024	2025
Total Active Member Liabilities	756,904	837,862
Total Deferred Member Liabilities	272,693	272,693
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 1,029,597	B. 1,110,555
Normal Cost (Cell B minus Cell A)		
	C. 80,958	

Projection of Net Assets for Year Ending December 31, 2024

Special Fund Assets at December 31, 2023 (FIRE-23 Form ending assets) 1 1,151,627

Projected Income for 2024

Fire State Aid (2023 fire state aid of \$60,097 may be increased by up to 3.5%)	D.	62,000	
Supplemental State Aid (actual 2023 supplemental state aid)	E.	10,928	
Municipal / Independent Fire Dept. Contributions	F.	8,500	
Interest / Dividends	G.	30,000	
Appreciation / (Depreciation)	H.	30,000	
Member Dues	I.	0	
Other Revenues	J.	0	
Total Projected Income for 2024 (Add Lines D through J)			2 141,428

Projected Expenses for 2024

Service Pensions (fill in individual pension amounts below)

Names:

\$ Amounts:

K. 0

Other Benefits

L.

Administrative Expenses

M. 20,000

Total Projected Expenses for 2024 (Add Lines K through M) 3 20,000

Projected Net Assets at December 31, 2024 (Add Lines 1 and 2, subtract Line 3) 4 1,273,055

Projection of Surplus or (Deficit) as of December 31, 2024

Projected Assets (Line 4)		1,273,055	
2024 Accrued Liability (Page 4, cell A)		1,029,597	
Surplus or (Deficit) (Line 5 minus Line 6)		243,458	7

**CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA**

ORDINANCE NO. 487

**AN ORDINANCE AMENDING SECTION 610 OF THE CITY CODE
REGULATING SEWER RATES AND CHARGES**

WHEREAS, the City of Foley (the "City") operates the City's municipal sewage system, as allowed under Minn. Stat. § 412.321; and

WHEREAS, the City Council can fix rates and establish reasonable rules and regulations for the sale of municipal utility products to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and for obtaining and complying with permits required by law, under Minn. Stat. § 444.075; and

WHEREAS, the City has adopted sewer rates under City Code Chapter VI, Section 610 to ensure adequate funds are available to pay for the use of its sewer facilities; and

WHEREAS, Section 610 subjects an owner of any premises to sewer rates based on water usage for a particular month; and

WHEREAS, as part of Section 610, the City adopted a "winter rate sewer charge" that would use the prior January usage to determine the rates for June, July, and August, as opposed to the traditionally monthly usage; and

WHEREAS, the City has been analyzing the appropriateness of its current sewer rates, especially the winter rate sewer charge, to ensure that the rates are as appropriate and proportionate to the cost of furnishing the services; and

WHEREAS, the City has determined it would be appropriate to consider the actual water usage for June, July, and August when determining rates; and

WHEREAS, the City determined it is in best interest of the City to amend Section 610 in allow for the consideration of the water usage for June, July, and August.

NOW, THEREFORE, the Foley City Council hereby ordains:

Chapter VI, Section 610 of the City Code is amended as follows (deleted language shown in strikethrough and new language shown in underline):

SECTION 1:

That Section 610 is hereby amended to read:

Subd. 1. The owner of any premises connected with the municipal sewage systems shall pay as basic rental charges for the use of said sewage system the amounts as set forth in the subdivisions which follow.

Subd. 2. Rates, Fees and Charges.

(a) Sewer Rate Schedule. All water usage is subject to sewer rate charges based on the actual water usage for each calendar month. The City Council shall adopt by resolution schedules of sewer rates, fees and charges which schedules shall be known as the sewer rate schedule.

No sewer rate schedule charge will be lower than the established minimum monthly charge.
(b) Winter Sewer Charge. All water usage is subject to sewer rate charges except for the months of May, June, July, and August of a calendar year, where the residential sewer rate charge will be based on the prior January sewer charge known as the winter sewer charge. However, if the actual usage for the months of May, June, July, or August is lower than the prior January usage, the owner of the premises will be charged the sewer rate schedule in lieu of the winter sewer charge. However, under no circumstances will any sewer charge be lower than the established minimum monthly charge.

Subd. 3. The following monthly sewage service charges and rates shall be and the same hereby are continued as heretofore adopted, for usage of the municipal sewage service:

- (a) Minimum for up to 2,000 gallons -----\$48.80 per month
- (b) Excess over 2,000 gallons ----- \$2.44 per 100 gallons
or portion thereof

Subd. 4. Procedure. The procedure for collection, payment, due date, overdue billings and other administrative matters shall be the same as may be established from time to time for the usage of the municipal water service or according to Section 609, of the Code of Ordinances.

Subd. 5. Effective Date of Sewer Rate schedules. The sewer rates described above shall take effect on July 1, 2024~~January 1, 2023~~. The City Council will adopt resolution to update the water rate schedule as necessary.

SECTION 2:

This ordinance becomes effective from and after its passage and publication.

SECTION 3:

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 RATES AND CHARGES.

The Sewer Rates and Charges were amended to allow for the consideration of actual usage for the months of May, June, July, and August when calculating the sewer rate schedule. A copy of the ordinance is available at City and the Foley Library during regular business hours.

Passed and adopted by the Foley City Council on October 1, 2024.

ATTEST:

Jack Brosh
Mayor

Sarah Brunn
City Administrator

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, and Supplemental Letter Agreement for Professional Services dated June 4, 2024, this Supplemental Letter Agreement dated October 1, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2025 Street & Utility Improvements – Additional Design Services.**

Client's Authorized Representative: Sarah Brunn, City Administrator

Address: PO Box 709, Foley, Minnesota 56329

Telephone: 320.968.7260

email: sbrunn@ci.foley.mn.us

Project Manager: Jarod Griffith

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.229.4304

email: jgriffith@sehinc.com

Scope: The Services to be provided by Consultant:

Our services will consist of Additional Design Services in connection with the proposed street improvements to 13th Avenue as requested by the City Council on September 3rd, 2024. The improvements include full depth mill/overlay, targeted curb and gutter replacements, and installation of drain tile for sump pump connections. This additional street segment will be included with the overall 2025 Street & Utility Improvements construction documents.

Additional Design Services

- Conduct topographic design and utility survey.
- Place Gopher State One-Call utility locate request.
- Prepare construction documents (plans and specifications).
- Prepare opinion of probable cost.
- Apply for necessary permits.

Additional Services:

Services from SEH not listed above, if required or requested, can be provided to the City at our normal hourly rates.

Schedule:

The goal is for bidding to occur in February 2025. Note, forces beyond SEH's control could alter the schedule.

Payment:

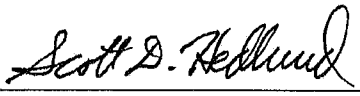
The lump sum fee is \$14,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, shall be compensated in accordance with the rate schedule.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Foley

By: 
Full Name: Scott Hedlund
Title: Principal

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Foley (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 1, 2024

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated October 1, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2025 Lead Water Service Line Replacement - Design & Bidding.**

Client's Authorized Representative: Sarah Brunn, City Administrator

Address: PO Box 709, Foley, Minnesota 56329

Telephone: 320.968.7260 **email:** sbrunn@ci.foley.mn.us

Project Manager: Jarod Griffith

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 320.229.4304 **email:** jgriffith@sehinc.com

Scope: The Services to be provided by Consultant:

Our services will consist of Design & Bidding Services in connection with the proposed replacement of up to 79 private lead water service lines in the City of Foley per the FY 2025 Lead Service Line Replacement (LSLR) Minnesota Public Facilities Authority Intended Use Plan (IUP) application.

Task 1 – Design & Bidding Services:

- Conduct kickoff meeting between SEH and City Public Works staff (1 meeting).
- Coordinate and attend up to 79 site visits.
- Place Gopher State One-Call utility locate request.
- Conduct virtual preliminary utility design meeting (1 meeting).
- Prepare construction bidding documents (plans and specifications).
- Conduct design review meeting with City Public Works Staff.
- Prepare opinion of probable cost.
- Present final plans and specifications to City Council.
- Submittal of plans and coordination with Minnesota Public Facilities Authority (MPFA) and Minnesota Department of Health (MDH).
- Support City Staff with MPFA/MDH Lead Service Line Replacement grant administration through the bid opening.
- Deliverable: Bidding Documents (1 electronic PDF and up to 3 hard copy sets of 11"x17" construction drawings and specifications).
- Prepare advertisement for bid.
- Respond to bidding questions.
- Facilitate electronic bidding process and virtual bid opening.
- Prepare bid tabulation.
- Recommend contract award.

Exclusions:

- Geotechnical Services (soil borings, geotechnical investigation and evaluation, materials testing).
- Televising Services (storm, water, and sanitary sewer lines).
- Advertising fees for bidding.

Schedule:

The work will be completed in time to meet funding deadlines for construction in 2025.

Payment:

The fee is hourly estimated to be \$83,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if required, shall be compensated in accordance with our normal hourly rates.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Foley

By: Scott D. Hedlund
Full Name: Scott Hedlund
Title: Principal

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Foley (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 1, 2024

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

From: [Mark Pappenfus](#)
To: [Sarah Brunn](#)
Subject: Public Works Pickup Replacement
Date: Friday, September 27, 2024 10:29:53 AM
Attachments: [Murphy Chevrolet PW 2025 Chev PU Quote.pdf](#)
[Country Chevrolet PW 2025 Chev PU Quote.pdf](#)

Sarah,

Attached are 2 quotes for the purchase of a new 2025 Chevrolet ¾ ton 4x4 pickup for the Public Works Department that is included in the 2024 CIP Equipment replacement fund. I would like to recommend to the City Council purchasing this Unit from Murphy Chevrolet who had the low quote for a price of \$45,900. Chad Murphy was able to bid this through Fleet pricing, along with his Dealer discount, to save us some money and to purchase local. State Bid and Sourcewell Contract pricing is currently not available for single cab Chevrolet pickups.

This unit will be similar to our current Public Works trucks and we have not had any major issues with them and will replace a 2006 Chevrolet ½ ton pickup that has just under 60,000 miles on it. We will auction off this current Unit through MN BID this Winter, along with a snowplow that came with the truck when we purchased it used several years back.

Any questions, please let me know.

Thanks, Mark

Mark Pappenfus
City of Foley Public Works Director



Chad Murphy

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK20903	2025 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck	\$45,502.60	\$48,100.00

COLORS

CODE	DESCRIPTION
G7C	Red Hot

BODY CODE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
E63	Durabed, pickup bed (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's Input is subject to the accuracy of the Input provided.

Data Version: 23505. Data Updated: Sep 22, 2024 7:04:00 PM PDT.



Chad Murphy

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
JGB	GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
QXT	Tires, LT265/70R17E all-terrain, blackwall (Included with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	\$182.00	\$200.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall (Included and only available with (QXT) LT265/70R17E all-terrain, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QXT) LT265/70R17E all-terrain, blackwall tires are ordered.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Data Version: 23505. Data Updated: Sep 22, 2024 7:04:00 PM PDT.



Chad Murphy

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) ✓

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
G7C	Red Hot	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
PCV	WT Convenience Package includes (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows and (C49) rear-window defogger (Required on Regular Cab models with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. (DBG) trailering mirrors may be upgraded to (DWI) trailer mirrors or (DLN) mirrors. Regular Cab models require (DWI) trailer mirrors or (DLN) mirrors.)	0.00 lbs	0.00 lbs	\$523.25	\$575.00

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Chad Murphy

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRZ) Rear Camera Mirror or (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	0.00 lbs	0.00 lbs	\$409.50	\$450.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.	0.00 lbs	0.00 lbs	Inc.	Inc.
U01	Lamps, Smoked Amber roof marker, (LED) (Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (YF5) California state emissions requirements.)	0.00 lbs	0.00 lbs	\$50.05	\$55.00
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	\$113.75	\$125.00
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed. Available with (ZW9) pickup bed delete. Included with (PQA) WT/CX Safety Package.)	0.00 lbs	0.00 lbs	\$182.00	\$200.00
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT/CX Safety Package.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Data Version: 23505. Data Updated: Sep 22, 2024 7:04:00 PM PDT.



Chad Murphy

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	0.00 lbs	0.00 lbs	\$136.50	\$150.00
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not available with (DRZ) Rear Camera Mirror.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (K14) interior power outlet) (Included and only available with (K14) Power outlet. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.	Inc.
K14	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	0.00 lbs	0.00 lbs	\$204.75	\$225.00
Options Total		0.00 lbs	0.00 lbs	\$1,801.80	\$1,980.00

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Data Version: 23505. Data Updated: Sep 22, 2024 7:04:00 PM PDT.



Chad Murphy

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓
Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck

MSRP:\$48,100.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CK20903	[Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck	\$48,100.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
DD8	Mirror, inside rearview auto-dimming	Inc.
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass	\$450.00
E63	Durabed, pickup bed	\$0.00
G7C	Red Hot	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGB	GVWR, 10,250 lbs. (4649 kg)	\$0.00
KC9	Power outlet, bed mounted, 120-volt	Inc.
KI4	Power outlet, interior, 120-volt	\$225.00
L8T	Engine, 6.6L V8	\$0.00

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Data Version: 23505, Data Updated: Sep 22, 2024 7:04:00 PM PDT.



Chad Murphy

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

MKM	Transmission, Allison 10-Speed automatic	\$0.00
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00
PCV	WT Convenience Package	\$575.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QT5	Tallgate, gate function manual with EZ Lift	Inc.
QXT	Tires, LT265/70R17E all-terrain, blackwall	\$200.00
U01	Lamps, Smoked Amber roof marker, (LED)	\$55.00
UF2	LED Cargo Area Lighting	\$125.00
V46	Bumper, front chrome	\$200.00
VJH	Bumper, rear chrome	\$0.00
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall	\$0.00

SUBTOTAL	\$50,080.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$52,075.00

FUEL ECONOMY

Est City:N/A
 Est Highway:N/A
 Est Highway Cruising Range:N/A

MSRP # 52,075
 Discount - 2,775
 # 49,300
 Fleet rebate disc - 3,400
 \$ 45,900 Total



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Country Chevrolet
 Pat Francis | pat@countrychev.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓
 Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck MSRP:\$48,100.00

Interior:Jet Black, Vinyl seat trim
 Exterior 1:Red Hot
 Exterior 2:No color has been selected.
 Engine, 6.6L V8
 Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CK20903	[Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck	\$48,100.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
AKO	Glass, deep-tinted Inc.	
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric Inc.	
DD8	Mirror, inside rearview auto-dimming Inc.	
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass	\$450.00
E63	Durabed, pickup bed	\$0.00
G7C	Red Hot	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGB	GVWR, 10,250 lbs. (4649 kg)	\$0.00
KC9	Power outlet, bed mounted, 120-volt Inc.	
KI4	Power outlet, interior, 120-volt	\$225.00
L8T	Engine, 6.6L V8	\$0.00

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 Data Version: 23532. Data Updated: Sep 25, 2024 8:46:00 PM PDT.



Country Chevrolet
 Pat Francis | pat@countrychev.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓
 Complete)

MKM	Transmission, Allison 10-Speed automatic	\$0.00
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00
PCV	WT Convenience Package	\$575.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.
QXT	Tires, LT265/70R17E all-terrain, blackwall	\$200.00
U01	Lamps, Smoked Amber roof marker, (LED)	\$55.00
UF2	LED Cargo Area Lighting	\$125.00
V46	Bumper, front chrome	\$200.00
VJH	Bumper, rear chrome	\$0.00
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall	\$0.00

SUBTOTAL	\$50,080.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$52,075.00

FUEL ECONOMY

Est City:N/A
 Est Highway:N/A
 Est Highway Cruising Range:N/A

Fleet 2100
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+ TAX + LIC

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 Data Version: 23532. Data Updated: Sep 25, 2024 6:46:00 PM PDT.

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 10-01-24 -COUNCIL MEETING
DATE: SEPTEMBER 27, 2024

Police Pursuit Policy

Provided is an updated pursuit policy – which is required to be adopted by the MN Post Board.

Updated ARPA Agreement

As discussed at the last meeting, the county would like to increase our ARPA allocation by \$175,000. Originally this money was supposed to be allocated to Foley for fiber but since that project (line from St. Cloud) still hasn't made it here we are instead adding to the water/sewer infrastructure project. It must be allocated by the end of this year so we think it's easier to do so with our existing agreement. An amendment to the agreement is included in the packet.

Foley Fire Relief

A report is in your packet that Bryan Moshier will present on.

Ordinance #487 – Sewer Charges

This ordinance just makes the July changes official (taking the lower of the two) for the sewer lock rate. We are still working on getting quotes for a rate study and how we move forward with future rates and planning.

Additional Design Work – 13th Avenue & Lead Service Lines

Jarod Griffith will provide an update on the state grant funds process for lead line replacement and also present two agreements for design work on this project and the 13th Avenue add for the council to consider.

Public Works Truck Replacement

Public Works is requesting to replace a truck currently scheduled in this year's CIP. Pappenfus will be presenting 2 quotes for the council to consider.

Township Fire Contract Meeting

Staff may need to consider a different date for the township fire contract meeting – Mark will provide an update at the council meeting.

Welcome Signs Update

Staff does need to discuss an issue with the location on the east side welcome sign. It will need to be adjusted and staff needs council approval to authorize additional work. We will provide more details at the council meeting.

Upcoming Reminders:

October 15 or 29, 2024 – Township Fire Contract Meeting

November 5, 2024 – General Election

November 12, 2024 – Council Meeting