



**City Council – Meeting Agenda  
December 3, 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 November 12<sup>th</sup>, 2024.
  - Approve minutes of November 13<sup>th</sup>, 2024 Workshop Session.
  - Approve CSAH 43 Construction Agreement (2025 Improvements).
  - Approve LELS Police Contract (2025-2027).
  - Approve personnel policy updates.
  - Approve fire department officers.
  - Adopt Resolution #2024-28 Accepting Donation.
  - Approve payment of bills.
5. Update on Wastewater Regionalization Project
6. Winter Sewer Rate Ordinance
  - Adopt Ordinance #491 – Winter Sewer Rates – Average of Jan-April Adjustment
7. Public Hearing – 2025 Fee Schedule
  - Adopt Ordinance #489 – Updating Fee Schedule
8. Discussion on Cannabis Joint Powers/Ordinance.
  - Consider adopting joint powers agreement with Benton County.
  - Consider adopting Ordinance #490 – Temp Cannabis Special Events.
9. Discussion on ARPA Funding and Water/Sewer Pipe Procurement.
  - Approve specifications for soliciting for materials.
  - Finalize bid opening and special meeting.
10. Mayor’s Comments & Open Forum
11. Department Reports:
  - City Attorney – Ashley Bukowski
  - Police Department –Katie McMillin
  - City Engineer – Jarod Griffith
  - Public Works & Fire – Mark Pappenfus
  - Administration – Sarah Brunn
    - Schedule City Administrator Performance Review
    - Schedule council training/long term goal setting session.



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12. Old Business
  - Discussion on rate study.
13. New Business
  - Any other council workshops?
14. **Public Hearing – Truth in Taxation Hearing** – Cannot Start until 6pm
  - Adopt Resolution #2024-27 Approving 2025 Tax Levy
15. 2<sup>nd</sup> Open Forum
16. Adjourn

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – November 12, 2024

The Foley City Council held their regular meeting on Nov. 12, 2024, at 5:30 p.m. at Foley City Hall.

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

Members Absent: None

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

The pledge of allegiance was recited.

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

Ashely Bukowski, City Attorney, stated the approval of the county road agreement should be removed from the consent agenda.

Motion carried, unanimous to approve the agenda.

Motion by Mathiowetz, seconded by Gondeck, to approve the consent agenda with removal of county road agreement:

- Approve minutes of October 1, 2024.
- Approve minutes of October 29, 2024 (Fire Contract Meeting).
- Approve Resolution #2024-21 Accepting Donation.
- Approve Resolution #2024-24 Approving Gambling Premises Permit.
- Approve Joint Powers Agreement for Shared Computer Aided Dispatch (CAD) and Records Management System (RMS)
- Approve 2025-2027 Fire Contract Language.
- Approve 2025 MN City Participation Program Agreement for Housing.
- Approve payment of bills.

Motion carried, unanimous

**Canvass 2024 Election Results**

Sarah Brunn, City Administrator, presented election results and asked for a motion to adopt Resolution #2024-22 Canvassing Election Results.

Motion by Voit, seconded by Gondeck to adopt Resolution #2024-22

Motion carried, unanimous.

### **Wastewater Regionalization Project Update**

Jacob Humburg, Bolton & Menk, gave an overview of the wastewater project and recommended approval of Payment Estimate #23 of \$57,040.99. The estimate includes work completed through Oct. 25 for the Lang lift station and odor control building. The start-up process began a couple weeks ago. Wastewater is now being pumped to St. Cloud. City staff received training on all systems and are able to operate in automatic mode. Questions and discussion followed. Mark Pappenfus, Director of Public Works, added that things are going well. A few little things to work through. The training was very good.

Motion by Gondeck, seconded by Mathiowetz, to approve Pay Estimate #23 of \$57,040.99.

Motion carried, unanimous.

### **Public Hearing - Unpaid I/I and Weed Assessments**

At 5:36 p.m. Brosh closed the regular council meeting and opened the public hearing on unpaid assessments.

No one spoke.

At 5:36 p.m. Brosh closed the public hearing and reconvened the regular council meeting.

Motion by Swanson, seconded by Gondeck, to adopt Resolution #2024-25 Assessing Unpaid Charges (Weeds) and Resolution #2024-25 Assessing Unpaid I/I Surcharges.

Motion carried, unanimous.

### **Public Hearing – ODAM Medical Rezoning & Variance Request – 700 Penn Street**

At 5:38 p.m. Brosh closed the regular council meeting and opened a public hearing regarding the proposed ODAM clinic, rezoning and variance request, for 700 Penn Street.

No one spoke.

Brosh closed the public hearing and reconvened the regular council meeting at 5:38 p.m.

Motion by Gondeck, seconded by Voit, to approve the rezoning and variance request from ODAM Medical.

Motion carried, unanimous.

Brunn shared a picture with the council to show what the new clinic would look like. She also stated that notices were sent to residents in the vicinity of the new clinic. Questions and discussion followed. The developer and architect of the new clinic stated they hope to break ground before the end of the year with plans to complete by June or fall at the latest in 2025.

### **Foley Fire Relief**

Bryan Moshier, Treasurer - Foley Fire Relief, gave an overview to the council. He sent an

updated request for a pension raise. Currently, the pension is \$4,500 a year. The request is to raise the pension to \$5,400 a year. He hasn't gotten a third quarter report yet so unofficially there is a larger surplus than what is currently shown on the screen. Moshier added the Fire Relief hasn't had a raise in three years. Discussion and questions followed.

Brunn clarified for the council that the Fire Relief Fund is a separate entity so the raise would not come from the city's regular budget. Staff reviewed the proposed raise and the numbers support it. Brunn added that the city needs fire fighters so recruiting and retaining them is very important. Moshier also explained the city is getting more in state aid and that was another reason why the numbers are what they are. Questions and discussion continued.

Motion by Swanson, seconded by Gondeck, to approve the proposed raise to the Fire Relief pension.

Motion carried, unanimous.

### **Mayor's Comments & Open Forum**

Debra Olson, 600 Dewey Street, thanked the councilmembers (newly elected and members leaving at the end of their term) for their service. She also reminded the council of the her recommended changes to the snow fence ordinance (language and dates).

### **Department Reports**

#### **City Engineer**

Jarod Griffith gave an overview to the council on the proposed 2025 street improvement project. Staff had a meeting last week with the county. The project is moving forward on the next set of plans. The county mentioned they were not able to secure funding for the 3<sup>rd</sup> Avenue box culvert project as planned – on a wait list. The city will need to plan accordingly for this change to the project.

Brunn added the problem with the county's funding was that no bonding bill was passed at the state level to replenish funds. This is a reminder to the state legislature to be sure to replenish funds that we all depend on. Discussion and questions followed.

Griffith also gave an update on the lead services portion of the project. It's estimated the city will be awarded the full amount requested. Staff did an inspection today. There is a question at the staff level on how to incorporate funding for the public side of the replacement. There are 20 properties that have lead on the public side. Do we want to move forward to assess since the city is receiving funds for the replacement on the public side? No answer from the council is needed at this time. Questions and discussion followed.

#### **Police Department**

Chief Katie McMillin gave an overview to the council on the monthly stat report. The department responded to 367 calls in October. Driving revocation, domestic, and assaults are all down. Dec. 14 is Cocoa with a Cop for pre-school to third grade children. The theme is the Grinch. There were no issues on Halloween. All squads are in service. Winter Parking

Enforcement is in effect. McMillin also shared she is researching for more grant money to help fund new equipment for the department. She was recently informed that the squad car lap tops are obsolete beginning next year and will require \$12,000 to replace.

### **City Attorney**

Ashley Bukowski gave an overview to the council regarding the proposed ordinance Benton County is considering an ordinance on the licensing of cannabis businesses. She reminded the council there is a local component for registration of businesses that the city can delegate to the county authority to process. The proposed ordinance will be considered by the county next week. She asked the council if they had any comments staff can share with the county board. After the ordinance is adopted by the county board, she will bring the joint powers agreement back to the council. The city can also permit special cannabis events. This will require a city ordinance and direction from the council. The county has also proposed capping cannabis businesses at four at the county level. Foley could also choose to cap the number of cannabis businesses allowed to operate in city limits based on the current city population. Questions and discussion followed.

Both Swanson and Mathiowetz expressed they would like to cap the cannabis businesses in city limits at one. Brosh was against a cap. Brunn stated that from a staff perspective we like cooperation with the county and additional support. The county has done a lot of work on the proposed ordinance. Staff is comfortable with moving forward with the county's ordinance. If the council doesn't like the county's ordinance the city will need to move quickly and develop their own ordinance to be ready in time for Jan. 1. More discussion and questions.

Bukowski reminded that council that approval of the county's ordinance leads to the joint powers agreement which would clarify other items (e.g. cannabis events.)

The council agreed to support the county's proposed ordinance. Expressed an interest in seeing a draft for a special cannabis event ordinance.

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

Mark Pappenfus, Director of Public Works, directed the council to their packets and the proposed purchase. The replacement snow truck is listed in the CIP. The department would use the funds from the sale of the old truck to help cover the costs. He asked the council permission to purchase the truck. Discussion and questions followed.

Motion by Swanson, seconded by Gondeck, to approve the purchase of the replacement snow truck.

Motion carried, unanimous.

Pappenfus also updated the council on the utility vehicle for the Fire Department. The truck would be purchased from Murphy Chevrolet and the city reimbursed for the cost from the Fire Relief Fund.

Motion by Swanson, seconded by Voit, to approve the purchase of the utility truck for the fire department.

Motion carried, unanimous.

Pappenfus added that on the Relief Fund other cities are set at \$6,500 - \$6,800 so the increase is well in line with other cities. Voit complimented the department on the township meeting.

### **Administration**

Brunn updated the council on the city's employee health insurance. Staff met with the Personnel Committee. The 18% increase to the health insurance was driven by the state health mandates. Staff was able to leverage savings from worker compensation and liability to cover the increase on the health insurance so it can work in the 2025 budget. Discussion and questions followed. Gondeck complimented staff on working through the problem.

Brunn directed the council to the two proposals for water/sewer rate studies and gave an overview. Both vendors have experience with the St. Cloud Regional system. She encouraged the council to approve a quote in the coming weeks. Discussion and questions followed.

Discussion turned to the winter sewer rate. Brunn shared that water/sewer revenues were lagging by 14% due to the change with the winter sewer rate as well as the loss of some commercial properties and the weather. She told the council there was time to discuss and make changes to the ordinance if they wanted to but it should be addressed in the future. Discussion continued.

Brunn reminded the council of the workshop tomorrow night at 6 p.m. for the RFP for the south side housing project. The police union contract has a tentative settlement. The final budget hearing (TNT) and fee schedule adoption will be at the next council meeting. Let staff know if you have any changes to the budget. She also shared that staff is still working on bank account transitions to save the city money as discussed at prior meetings.

### **Old Business**

No old business.

### **New Business**

No new business

Motion by Gondeck, seconded by Swanson, to adjourn.

Motion carried, unanimous.

Meeting adjourned 6:44 p.m.

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

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

The Foley City Council held a workshop session on the RFP for the Southside Housing Development on Nov. 13, 2024, at 6:00 p.m. at Foley City Hall.

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

Members Absent: None

Mayor Brosh called the meeting to order at 6:00 p.m.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

**Discussion/Presentation of Central MN Housing Partnership Housing Proposal**

Sarah Brunn, City Administrator introduced the representatives from the Central Minnesota Housing Partnership and Habitat for Humanity.

Deanna Hemmesch, Executive Director - Central Minnesota Housing Partnership, gave an overview to the council. They are a private non-profit covering 16 counties in central Minnesota with the mission to improve, increase, and preserve affordable housing for low to moderate income households and individuals. They have experience building multi-family affordable housing dating back to 1994. She directed the council to their submitted proposal for a 52-unit, one to three bedroom apartment complex and 28 single-family houses. They've partnered with Habitat for Humanity for the single family homes.

Their proposal is for a multi-family apartment building instead of townhomes due to cost and state funding requirements. Their proposal for the single-family homes is designed to reduce the cost of development to \$290,000 for the individual homes. Their organization would also help potential homeowners to cover the affordability gap so they can purchase the homes. There is also the option for a community land trust which takes the cost of the land out of the equation and then only the house is mortgaged for the homeowner. A deed restriction would be needed for those properties, so when the house sells the next buyer would have to meet income requirements to purchase. The seller would only take a portion of the equity with them.

Chad Bouley, Habitat for Humanity gave an overview to the council on the history of the organization and their portion of the proposal. The organization grew from the Civil Rights movement of the 1960s. They serve Stearns, Benton, Sherburne, and Rice Counties. The homeownership program is very intensive and they have a current waiting list of 460 families. The program includes a lot of education, a mortgage, and sweat equity to be able to purchase the home. The program has been in place since 1976. The average income for qualifying families is

\$42,000. The program's affordability subsidy helps first time home buyers be able to purchase the homes. The program uses high school students to help build the homes.

Questions and discussion followed regarding program requirements and what happens when families move out of the homes. Who sells the homes? The family or Habitat for Humanity? The homes are sold by the family, but the affordability subsidy remains in place for the next buyer. If the value of the home goes up quickly then it would be sold at market rate. Habitat sells them at market rate and buys them back at market rate. The community land trust would be on a buyer driven need base. Land trust homes would have restrictions for selling/buying.

More discussion and questions followed. Questions turned to the proposed multi-family apartment building. Families and individuals would need to meet the income requirements, credit, and background checks. Patio homes could be an option for the individual family homes. State funding requires more lenient criminal background checks, but sex offenders or anyone who has committed crimes against another person do not meet the background check requirements.

Ashley Bukowski, City Attorney, expressed concerns regarding the timing on the ARPA funds and how quickly things would need to be approved to meet their state funding for the proposal. Hemmesch said the availability of the ARPA funds makes their application to the state for additional funds stronger. She gave an overview of the application process for additional state funds. Questions and discussion followed on TIF and WAC and SAC fees and what would be needed to help secure funding from the state.

Amanda Othoudt, Benton Economic Partnership, asked questions regarding what happens at the end of the 10-year term of the loan from the housing tax credit. Hemmesch gave an overview explaining there is a fifteen-year compliance for the housing tax credit. The homes would have to stay affordable during that time. This can be extended up to 50 years. Additional questions and discussion followed.

Discussion turned to income guidelines and what happens if the family's income changes during the course of ownership. Hemmesch confirmed that once the initial income requirements were met then nothing would change with the mortgage if income levels dropped or increased. More detailed questions followed on the cost of building versus the purchase price. Hemmesch gave an overview of what the costs would be to the home if the land trust were in place. Questions and discussion continued.

Discussion turned to the property taxes that would be generated by the project. Property taxes on the multi-family apartment building would be discounted due the state funding. Single-family homes would be taxed as normal residential properties – no discount.

Brunn shared with the council that the city would have to rework access to the golf course storage shed. Jarod Griffith, City Attorney, (on phone) stated he had not heard from the county regarding access requirements.

Discussion and questions continued regarding the properties profit vs. not for profit. Bukowski stated housing is an exemption of the business subsidy and may not require a business subsidy agreement. Bukowski had further questions regarding ARPA requirements for housing.

Bouley answered questions regarding how many Habitat homes could be built. The waiting list means that the homes are sold before they are finished being built. Discussion turned to possibly using Foley students to help build the homes. Questions and discussion followed. The time needed to build the homes are dependent on the funding.

Discussion turned to when Central MN Housing Partnership Housing would be submitting their application to the state. Applications are submitting in July and funds are awarded in December. Bukowski stated the ARPA funds need to be spent within a certain time frame.

Brosh asked for next steps. Brunn explained that staff will need direction from the council. Discussion turned to questions from the Griffith, the City Engineer, (on speaker phone) and other requirements that would need to be met. Discussion turned to explanation on developer fees. Would not have to be paid until the end of the project. An exclusive letter of intent would be needed to help secure funding from the state. Burkowski expressed concern that an inclusive letter of intent could tie up the land if funding is delayed – no contingency plan. Hemmesch explained that they would let the city know if they were rejected for funding during the early rejection period and then letter of intent would expire. Additional questions regarding funding and housing tax credits success rates on similar projects.

Discussion turned to expectations for the city and Central MN Housing Partnership. Hemmesch thanked the council for the opportunity to present the proposal.

Council continued the discussion. Bukowski explained in order to use the ARPA funds they would need to be committed prior to December of 2025. Brunn explained there were concerns from the staff level on the timing. Voit suggested excluding ARPA funds from this project and use for a different project. Discussion and questions continued. Brunn asked what else would the council like to use the ARPA funds? Bukowski said the council could use the ARPA funds for the wastewater project or several other possibilities. Brunn reminded the council that the county gave the city the ARPA funds for water/sewer infrastructure. Discussion continued.

Gondeck and Mathiowetz expressed support for the proposal. Council expressed disappointment that more proposals weren't submitted. Discussion continued on how to use the ARPA funds. Voit asked the value of awarding the ARPA money to the project if the project isn't approved. Brunn said staff was talking about other options. If the city doesn't have an agreement with the Central MN Housing Partnership Housing, there isn't a contingency plan on how to use the ARPA funds. Discussion turned to the city using the funds to help develop the land themselves while they wait for the other developer to get approval.

Bukowski asked the council when they would want to give a counter offer to Central MN Housing. She said the city could ask for the ability to plat the land. There is a risk the land could sit for three to five years while waiting for funding.

The council expressed they have concerns over a number of items in the proposal. The priority is to use the ARPA funds. Discussion and questions continued. Brunn said she felt the multi-family apartment building would be better suited closer to the school and downtown amenities. Discussion and questions followed. ARPA funds need to be allocated by the end of the year. Council expressed they are in favor of moving forward with platting and water/sewer infrastructure for the development in order to use the ARPA funds. Staff will do more research.

No other business was presented.

Motion by Voit, seconded by Gondeck, to adjourn.

Motion carried, unanimous.

Meeting adjourned 7:45 p.m.

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

**BENTON COUNTY DIVISION OF COST POLICY (REV. 5/21/2024)**

This division of cost policy is based on the basic premise that the County pay costs peculiar to County needs and Townships and Municipalities pay costs peculiar to municipal or local needs. This policy is applicable to County Roads and County State Aid Highways except as noted.

	<b>County Participation Percentage</b>	<b>State Aid Cities</b>	<b>Non-State Aid Cities</b>	<b>Townships</b>
<b><u>RIGHT OF WAY</u></b>				
Rural Roads	100%	0%		
CSAH within Municipalities	0%	100%	Some participation is expected.	
Non-CSAH within Municipalities	0%	100%		
<b><u>GRADING*</u></b>				
Rural Roads	100%	0%	0%	0%
CSAH within Municipalities	100%	0%	0%	0%
Non-CSAH within Municipalities	100%	0%	0%	0%
<b><u>SURFACING</u></b>				
Rural Roads	100%	0%	0%	0%
CSAH within Municipalities	100%	0%	0%	0%
Non-CSAH within Municipalities	100%	0%	0%	0%
<b><u>CONCRETE CURB &amp; GUTTER</u></b>				
Rural Roads	100%	0%	0%	0%
CSAH within Municipalities	100%	0%	0%	0%
Non-CSAH within Municipalities	100%	0%	0%	0%
<b><u>CONCRETE DRIVEWAY ENTRANCES</u></b>				
Rural Roads	100%	0%	0%	0%
CSAH within Municipalities	100%	0%	0%	0%
Non-CSAH within Municipalities	100%	0%	0%	0%

\* 100% for minimum design standards and projected vehicle traffic.

**STORM SEWER**

Cost participation is based on the State-Aid formula for both CSAH and CR roadways as defined in the State-Aid Manual.

Storm sewer collection mains, outlet mains and their manholes are eligible in the ratio that the drained area of the State Aid Street Right of Way bears to the total area drained, except that the area of the State Aid Street should be multiplied by a factor between 1.0 and 2.0, depending on runoff characteristics.

Catch basins and leads, within the county road and at the curb returns of side street entrances that drain onto the county road, are eligible for 100% State-Aid funds, except where a catch basin is serving as a manhole on the storm sewer main. Catch basin castings on these structures shall be part of the catch basins and lead costs.

Limits of County participation will be up to 75% maximum of the cost of the system adequate to serve the State Aid Street and the immediate adjacent tributary area.

Local areas outside of the immediate adjacent tributary area of the State Aid Road or County Road can be drained into the proposed State Aid System or County Road System by oversizing the basic system at 100% city cost.

<b><u>NEW SIDEWALK</u></b>	<b>County Participation Percentage</b>	<b>State Aid Cities</b>	<b>Non-State Aid Cities</b>	<b>Townships</b>
Rural Roads	0%	100%	100%	100%
CSAH within Municipalities	0%	100%	100%	100%
Non-CSAH within Municipalities	0%	100%	100%	100%

**REPLACEMENT of SIDEWALK ‡**

Rural Roads	100%	0	0	0
CSAH within Municipalities	100%	0	0	0
Non-CSAH within Municipalities	100%	0	0	0

‡County will generally pay for replacing the sidewalk except where the County Engineer deems the existing sidewalk was not in a usable condition.

**New Trails**

Rural Roads	0%	100%	100%	100%
CSAH within Municipalities	0%	100%	100%	100%
Non-CSAH within Municipalities	0%	100%	100%	100%

**RECONSTRUCTION OF TRAILS**

Rural Roads	100%	0	0	0
CSAH within Municipalities	100%	0	0	0
Non-CSAH within Municipalities	100%	0	0	0

Maintenance of trail, i.e. debris removal, trash pickup, periodic crack filling and/or pothole patching shall be a cost to the local municipality.

**Sidewalks** will generally be defined as a path that is 4 feet to 6 feet wide and have surfacing of bituminous or concrete. These will need to meet ADA requirements

**Trails** will generally be defined as a path that is 8 feet to 10 feet wide. Surfacing type may vary, but will need to be designed to meet minimum bicycle standards per MNDOT Bicycle Facility Design Manual.

**RELOCATION OF MUNICIPAL**

**UTILITIES**

Rural Roads	The City or Township is always responsible for relocation or reconstruction of their own utilities if located within existing county right of way.
CSAH within Municipalities	
Non-CSAH within Municipalities	

The County will not participate in the costs of relocating or reconstruction of non-County owned utilities.

**RELOCATION OF PRIVATE UTILITIES**

**TRAFFIC SIGNAL/ROUNDAABOUT**

**CONSTRUCTION**

Rural Roads	The percentage of cost participation is determined by the number of "legs" or streets contributing to the intersection.
CSAH within Municipalities	
Non-CSAH within Municipalities	

Municipalities shall furnish required electric power. Maintenance for signal systems on county roads (except by negotiated agreement) shall be furnished by Benton County. Maintenance costs will be divided proportionally between the municipality and county based on the number of county road "legs" leading to the intersection.

**County Participation    State Aid Cities    Non-State Aid Cities    Townships**  
**Percentage**

**ROUNABOUT CONSTRUCTION**

Rural Roads	The percentage of cost participation is determined by the number of "legs" or streets contributing to the intersection.
CSAH within Municipalities	
Non-CSAH within Municipalities	

**BRIDGE REPLACEMENT**

Rural Roads	As determined by the State Aid Rules and applicable Statutes.
CSAH within Municipalities	
Non-CSAH within Municipalities	

**NEW INTERSECTION LIGHTING †**

Rural Roads	100%		
CSAH within Municipalities	If can attribute to intersection safety	If not identified in a Safety Plan or Engineering study, it shall be a local cost.	
Non-CSAH within Municipalities			

**CONTINUOUS STREET LIGHTING**

Rural Roads	0%	100%	100%	100%
CSAH within Municipalities	0%	100%	100%	100%
Non-CSAH within Municipalities	0%	100%	100%	100%

† Monthly electrical fees shall be a cost to the city. Maintenance including but not limited to bulb replacement shall be the Municipalities' costs.

**REPLACEMENT OF INTERSECTION LIGHTING (AS PART OF ROAD RECONSTRUCTION PROJECT)**

Rural Roads	100%	0%	0%	0%
CSAH within Municipalities	100%	0%	0%	0%
Non-CSAH within Municipalities	100%	0%	0%	0%

**Engineering by Benton County**  
 The Township and or Municipality will reimburse the County for engineering costs equal to an agreed percentage of the Township's and or Municipality's share of the construction projects costs.

**Engineering by Municipality**  
 The County will reimburse the Municipality for engineering costs equal to an agreed percentage of the County's share of the construction project costs.



OPINION OF PROBABLE COST

NOTES	ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	CITY		CITY / COUNTY		COUNTY	
					100%		40% 60%		100%	
					APPROXIMATE QUANTITY	AMOUNT	APPROXIMATE QUANTITY	AMOUNT	APPROXIMATE QUANTITY	AMOUNT
<b>STREET</b>										
	1	MOBILIZATION	LUMP SUM	\$250,000.00	0.79	\$197,500.00			0.21	\$52,500.00
	2	CLEARING	EACH	\$280.00	54	\$15,120.00			27	\$7,560.00
	3	GRUBBING	EACH	\$200.00	54	\$10,800.00			27	\$5,400.00
	4	REMOVE SIGN	EACH	\$50.00	10	\$500.00			8	\$400.00
	5	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$9.00	639	\$5,751.00			645	\$5,805.00
	6	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.50	736	\$2,576.00			170	\$595.00
	7	SALVAGE FENCE	LIN FT	\$10.00	160	\$1,600.00			0	\$0.00
	8	REMOVE CURB AND GUTTER	LIN FT	\$4.00	3,767	\$15,068.00			2,443	\$9,772.00
	9	REMOVE DRAIN TILE	LIN FT	\$2.00	600	\$1,200.00			0	\$0.00
	10	REMOVE CONCRETE STEPS	EACH	\$500.00	2	\$1,000.00			0	\$0.00
	11	SALVAGE MAILBOX	EACH	\$100.00	17	\$1,700.00			35	\$3,500.00
	12	SALVAGE LANDSCAPING	SQ YD	\$10.00	89	\$890.00			20	\$200.00
	13	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SQ YD	\$4.00	15,057	\$60,228.00			7,280	\$29,120.00
	14	REMOVE BITUMINOUS DRIVEWAY PAVEMENT (FULL DEPTH)	SQ YD	\$4.00	430	\$1,720.00			46	\$184.00
	15	REMOVE CONCRETE DRIVEWAY PAVEMENT (FULL DEPTH)	SQ YD	\$10.00	431	\$4,310.00			255	\$2,550.00
	16	REMOVE CONCRETE WALK	SQ FT	\$4.00	14,797	\$59,188.00			15,063	\$60,252.00
	17	EXCAVATION - COMMON (CV) (P)	CU YD	\$14.00	9,650	\$135,100.00			5,041	\$70,574.00
	18	EXCAVATION - SUBGRADE (CV)	CU YD	\$10.00	2,261	\$22,610.00			1,301	\$13,010.00
	19	AGGREGATE BASE (CV) CLASS 5 (P) 100% CRUSHED QUARRY ROCK	CU YD	\$40.00	5,973	\$238,920.00			3,252	\$130,080.00
	20	SELECT GRANULAR EMBANKMENT (CV)	CU YD	\$14.00	2,261	\$31,654.00			1,301	\$18,214.00
	21	GEOTEXTILE FABRIC TYPE 7	SQ YD	\$3.00	14,721	\$44,163.00			7,805	\$23,415.00
	22	4" DRAIN TILE W/ SOCK	LIN FT	\$7.00	5,350	\$37,450.00			2,370	\$16,590.00
	23	BITUMINOUS TAPER	LIN FT	\$2.00	5,382	\$10,764.00			2,370	\$4,740.00
	24	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3, C)	TON	\$90.00	1,521	\$136,890.00			834	\$75,060.00
	25	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$95.00	1,304	\$123,880.00			626	\$59,470.00
	26	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.00	633	\$1,266.00			347	\$694.00
	27	STREET SWEEPER (WITH PICKUP BROOM)	hour	\$150.00	56	\$8,400.00			20	\$3,000.00
	28	ADJUST CASTING	EACH	\$750.00	9	\$6,750.00			2	\$1,500.00
	29	ADJUST GATE VALVE AND BOX	EACH	\$500.00	4	\$2,000.00			1	\$500.00
	30	CONCRETE STEPS	EACH	\$500.00	2	\$1,000.00			0	\$0.00
	31	4" CONCRETE WALK	SQ FT	\$7.00	17,239	\$120,673.00			11,822	\$82,754.00
	32	6" CONCRETE WALK	SQ FT	\$10.00	2,645	\$26,450.00			1,587	\$15,870.00
	33	TRUNCATED DOMES	SQ FT	\$65.00	168	\$10,920.00			156	\$10,140.00
	34	BITUMINOUS DRIVEWAY RESTORATION (RESIDENTIAL)	SQ YD	\$40.00	243	\$9,720.00			6	\$240.00
	35	BITUMINOUS DRIVEWAY RESTORATION (COMMERCIAL)	SQ YD	\$45.00	52	\$2,340.00			3	\$135.00
	36	CONCRETE DRIVEWAY RESTORATION (RESIDENTIAL)	SQ YD	\$80.00	744	\$59,520.00			194	\$15,520.00
	37	CONCRETE DRIVEWAY RESTORATION (COMMERCIAL)	SQ YD	\$90.00	92	\$8,280.00			412	\$37,080.00
	38	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$20.00	5,382	\$107,640.00			2,370	\$47,400.00
	39	TRAFFIC CONTROL	LUMP SUM	\$7,000.00	0.79	\$5,530.00			0.21	\$1,470.00
	40	SIGN	EACH	\$350.00	10	\$3,500.00			8	\$2,800.00
	41	INSTALL FENCE	LIN FT	\$25.00	160	\$4,000.00			0	\$0.00
	42	INSTALL MAILBOX	EACH	\$100.00	17	\$1,700.00			35	\$3,500.00
	43	INSTALL LANDSCAPING	SQ YD	\$15.00	89	\$1,335.00			20	\$300.00
	44	STABILIZED CONSTRUCTION EXIT	EACH	\$300.00	7	\$2,100.00			2	\$600.00
	45	STORM DRAIN INLET PROTECTION	EACH	\$200.00	22	\$4,400.00			14	\$2,800.00
	46	SILT FENCE, TYPE MS	LIN FT	\$3.50	100	\$350.00			50	\$175.00
	47	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	\$3.00	300	\$900.00			200	\$600.00
	48	INSTALL TREE	EACH	\$600.00	25	\$15,000.00			14	\$8,400.00
	49	TOPSOIL BORROW	CU YD	\$35.00	1,129	\$39,515.00			484	\$16,940.00
	50	TURF RESTORATION	SQ YD	\$3.50	6,799	\$23,796.50			2,914	\$10,199.00
	51	TEMPORARY STABILIZATION	ACRE	\$1,000.00	1	\$1,400.00			1	\$600.00
	52	4" SOLID LINE MULTI-COMPONENT (WHITE)	LIN FT	\$1.00	680	\$680.00			2,102	\$2,102.00
	53	4" DOUBLE SOLID LINE MULTI-COMPONENT (YELLOW)	LIN FT	\$1.50	1,113	\$1,669.50			1,304	\$1,956.00
	54	24" SOLID LINE MULTI-COMPONENT GR-IN	LIN FT	\$14.00	145	\$2,030.00			48	\$672.00
	55	ZEBRA CROSSWALK MULTI-COMPONENT	SQ FT	\$14.00	972	\$13,608.00			738	\$10,332.00
	56	YELLOW CURB PAINT (HYDRANTS)	LIN FT	\$12.00	100	\$1,200.00			80	\$960.00
	57	2" NMC	LIN FT	\$9.00	6,217	\$55,953.00			0	\$0.00
<b>SANITARY</b>										
	58	REMOVE SANITARY STRUCTURE	EACH	\$500.00	8	\$4,000.00				
	59	PRIVATE SERVICE	EACH	\$2,000.00	58	\$116,000.00				
	60	COARSE FILTER AGGREGATE (CV)	CU YD	\$40.00	865	\$34,600.00				
	61	4" PVC PIPE SEWER	LIN FT	\$55.00	2832	\$155,760.00				
	62	6" PVC PIPE SEWER	LIN FT	\$80.00	199	\$15,920.00				
	63	8" PVC PIPE SEWER	LIN FT	\$90.00	2876	\$258,840.00				
	64	8" X 4" PVC WYE	EACH	\$700.00	69	\$48,300.00				
	65	8" X 6" PVC WYE	EACH	\$750.00	5	\$3,750.00				
	66	CONNECT TO EXISTING SANITARY SEWER	EACH	\$2,500.00	1	\$2,500.00				
	67	CONNECT TO EXISTING SANITARY SERVICE	EACH	\$200.00	74	\$14,800.00				
	68	CONNECT TO EXISTING SANITARY MANHOLE	EACH	\$3,000.00	2	\$6,000.00				
	69	CLEAN & TAPE PIPE SEWER	LIN FT	\$2.00	2876	\$5,752.00				
	70	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 (0-8)	EACH	\$6,000.00	10	\$60,000.00				
	71	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 (8+)	LIN FT	\$350.00	11	\$3,850.00				
	72	DIRECTIONAL DRILL 18" STEEL CASING	LIN FT	\$700.00	80	\$56,000.00				
<b>STORM</b>										
	73	REMOVE SEWER PIPE (STORM)	LIN FT	\$15.00	404	\$6,060.00	1,367	\$20,505.00		
	74	REMOVE DRAINAGE STRUCTURE (STORM)	EACH	\$500.00	3	\$1,500.00	17	\$8,500.00		
	75	REMOVE PIPE APRON	EACH	\$150.00	0	\$0.00	1	\$150.00		
	76	REMOVE CASTING	EACH	\$500.00	2	\$1,000.00	0	\$0.00		
	77	CASTING ASSEMBLY	EACH	\$1,500.00	2	\$3,000.00	0	\$0.00		
	78	36" RC PIPE APRON	EACH	\$2,500.00	0	\$0.00	1	\$2,500.00		
	79	RANDOM RIPRAP CLASS III (GROUTED)	CU YD	\$200.00	0	\$0.00	12	\$2,400.00		
	80	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$75.00	884	\$66,300.00	741	\$55,575.00		



OPINION OF PROBABLE COST

NOTES	ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	CITY		CITY / COUNTY		COUNTY	
					100%		40% 60%		100%	
					APPROXIMATE QUANTITY	AMOUNT	APPROXIMATE QUANTITY	AMOUNT	APPROXIMATE QUANTITY	AMOUNT
	81	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$85.00	463	\$39,355.00	353	\$30,005.00		
	82	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$100.00	616	\$61,600.00	71	\$7,100.00		
	83	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$125.00	0	\$0.00	383	\$47,875.00		
	84	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$140.00	0	\$0.00	57	\$7,980.00		
	85	CLEAN STORM SEWER	LIN FT	\$3.00	1,963	\$5,889.00	1,548	\$4,644.00		
	86	CONNECT TO EXISTING STORM SEWER	EACH	\$1,300.00	1	\$1,300.00	2	\$2,600.00		
	87	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,500.00	3	\$4,500.00	0	\$0.00		
	88	CONST DRAINAGE STRUCTURE DESIGN H	EACH	\$3,000.00	6	\$18,000.00	5	\$15,000.00		
	89	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$4,500.00	8	\$36,000.00	8	\$36,000.00		
	90	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	\$6,200.00	4	\$24,800.00	4	\$24,800.00		
	91	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	\$10,000.00	0	\$0.00	1	\$10,000.00		
	92	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	\$12,000.00	0	\$0.00	1	\$12,000.00		
	93	CONST DRAINAGE STRUCTURE DES SPECIAL	EACH	\$13,000.00	0	\$0.00	1	\$13,000.00		
<b>WATER</b>										
	94	REMOVE WATER MAIN	LIN FT	\$8.00	3104	\$24,832.00				
	95	REMOVE HYDRANT	EACH	\$600.00	7	\$4,200.00				
	96	REMOVE GATE VALVE & BOX	EACH	\$250.00	11	\$2,750.00				
	97	4" INSULATION	SQ YD	\$60.00	378	\$22,680.00				
	98	HYDRANT	EACH	\$7,000.00	9	\$63,000.00				
	99	6" GATE VALVE AND BOX	EACH	\$2,500.00	9	\$22,500.00				
	100	8" GATE VALVE AND BOX	EACH	\$3,500.00	16	\$56,000.00				
	101	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$80.00	129	\$10,320.00				
	102	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$90.00	3184	\$286,560.00				
	103	1" CORPORATION STOP	EACH	\$600.00	75	\$45,000.00				
	104	1" CURB STOP & BOX	EACH	\$650.00	75	\$48,750.00				
	105	1" COPPER SERVICE	LIN FT	\$50.00	2614	\$130,700.00				
	106	1.5" CORPORATION STOP	EACH	\$850.00	4	\$3,400.00				
	107	1.5" CURB STOP & BOX	EACH	\$900.00	4	\$3,600.00				
	108	1.5" COPPER SERVICE	LIN FT	\$55.00	224	\$12,320.00				
	109	6" TEE	EACH	\$1,100.00	1	\$1,100.00				
	110	6" GATE VALVE & BOX	EACH	\$2,500.00	1	\$2,500.00				
	111	6" DIP SERVICE	LIN FT	\$90.00	53	\$4,770.00				
	112	DUCTILE IRON FITTINGS	POUND	\$15.00	912	\$13,680.00				
	113	CONNECT TO EXISTING WATER MAIN	EACH	\$3,000.00	6	\$18,000.00				
	114	CONNECT TO EXISTING WATER SERVICE	EACH	\$300.00	80	\$24,000.00				
	115	DIRECTIONAL DRILL 18" STEEL CASING	LIN FT	\$600.00	245	\$147,000.00				
					<b>TOTALS</b>	<b>\$3,707,246.00</b>		<b>\$300,634.00</b>		<b>\$868,230.00</b>

	City	County	Total
Construction	\$3,827,499.60	\$1,048,610.40	\$4,876,110.00
Contingency	\$382,749.96	\$104,861.04	\$487,611.00
Engineering	\$688,949.93	\$188,749.87	\$877,699.80
Geotechnical	\$38,275.00	\$10,486.10	\$48,761.10
Legal, Fiscal, & Admin	\$191,374.98	\$52,430.52	\$243,805.50
<b>PROJECT TOTAL</b>	<b>\$5,128,849.46</b>	<b>\$1,405,137.94</b>	<b>\$6,533,987.40</b>

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# **LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF FOLEY**



**AND**

**LAW ENFORCEMENT LABOR SERVICES**



Representing:

Patrol Officers

January 1, 2025 – December 31, 2027

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## Article 1. INTRODUCTION

This Agreement is made and entered into by and between the City of Foley, hereinafter referred to as the Employer and Law Enforcement Labor Services, hereinafter referred to as the Union.

## Article 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes Section 179A.03, Subdivision 14, as outlined in the Unit Determination order of the Bureau of Mediation Services BMS Case No. 22PRE1005, described as:

- A. *All essential licensed employees of the Foley Police Department, Foley, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisor, confidential and all other employees.*

Section 2. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class the issue shall be jointly submitted to the Bureau of Mediation Services for determination.

## Article 3. DEFINITIONS

Section 1. **Employee:** An employee whose job classification falls within the recognition clause of the exclusively recognized bargaining unit.

Section 2. **Employer:** The City of Foley.

Section 3. **Bargaining unit employee:** A regular employee in a classified bargaining unit position.

Section 4. **Bargaining unit position:** A job classification included in the bargaining unit pursuant to Article 2 (Recognition).

Section 5. **Regular employee:** An employee who is regularly scheduled for a set number of hours per week. However, nothing in this definition grants a regular employee a vested right to a defined number of hours or continued employment.

- A. **Regular full-time employee:** An employee who is regularly scheduled to work 40 hours per week.
- B. **Regular part-time employee:** An employee who is regularly scheduled to work at least 30 hours per week and less than 40 hours per week.

Section 6. **Part-time employee:** An employee who works sufficient hours to satisfy the definition of public employee under Minn. Stat. 179A.03, subd. 14.

Section 7. **Days:** Except as indicated otherwise in the Agreement, all references to days are calendar

days.

#### **Article 4. UNION SECURITY**

Section 1. The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the employer a current list of any LELS Business Agents upon execution of this agreement.

- A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
  - 1. There shall be no more than 1 steward and 1 assistant steward. .
  - 2. The Employer agrees to allow the steward a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The Employer must approve the time off. The steward shall notify the Employer upon resumption of their work.
- B. With the prior approval of the Employer, a LELS Business Agent may come on the premises of the Employer for the purpose of bargaining and processing grievances.

Section 2. In recognition of the Union as the exclusive representative:

- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deduction to the Union with a list of the names of the employees from whose wages deductions were made; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of Section 2 of this Article.

#### **Article 5. MANAGEMENT RIGHTS**

Section 1. The Union recognizes the right and authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws, and regulations of the appropriate authorities. The rights or authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.

Section 2. Except as limited by the specific provisions of this Agreement, the Employer shall retain

whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline, or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services , to take any and all actions necessary to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to assign duties, tasks, and jobs, and to perform such other inherent managerial functions as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.

Section 3. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 4. The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives, and orders, provided that such rules, regulations, and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

## **Article 6. PART-TIME EMPLOYEES**

Section 1. Regular part-time employees shall receive pro-rata sick and vacation based on scheduled hours.

Section 3. Regular part-time employees will be eligible for step movement after working 2080 hours for the employer, and upon a satisfactory review.

Section 4. Regular part-time employees will be eligible for health insurance on the same basis as nonunion employees provided that they are eligible for coverage under the applicable insurance policy.

Section 5. Regular part-time employees will be eligible for holiday pay in the event that they would normally have been scheduled to work on that day but for the observed holiday as outlined in Article 12.

Section 6. Regular part-time employees will not accrue seniority except for purposes of vacation accrual. For purposes of vacation accrual, regular part time employees will be considered to have a year of service after working 2,080 hours for the Employer.

## **Article 7. INSURANCE**

- Section 1. The Employer shall make available to eligible Employees a group program of insurance which may include health and hospitalization, dental, and life insurance.
- Section 2. An employee is eligible for participation in the group insurance after the employee has worked in permanent status for thirty (30) days.
- Section 3. The Employer agrees to contribute to the cost of the insurance program for each eligible employee at the rates indicated below:

**Insurance Contribution Rates**

2025 Rates:

Single Coverage: Paid in full by the Employer.

Family Coverage: 90% of premium paid by the Employer.

\*2026 & 2027 to be reviewed annually.

Any premium costs exceeding the Employer's contribution shall be paid by the Employee by a semi-monthly payroll deduction.

**Article 8. PROBATION**

- Section 1. Regular full-time employees. All employees hired into a regular full-time position who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law).
- Section 2. Regular part-time employees. All employees hired into a regular part time position who are original hires, or rehires following separation, shall serve a probationary period of 1040 hours of active work (which does not include time spent on a leave of absence except as may be required by law and does not include overtime or unscheduled work).
- Section 3. At any time during the probationary periods noted in Sections 1 and 2, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this agreement and such termination is not a proper subject for Article 9 (Grievance Procedure).
- Section 4. Employees shall, during the probationary period, accumulate paid vacation and sick leave as provided by Articles 13 and 14.

**Article 9. GRIEVANCE PROCEDURE**

- Section 1. Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement.
- Section 2. Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the steward and grievant employee(s) and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee(s) and the steward representative

shall be allowed a reasonable amount of time without pay, for the investigation or presentation of grievances during normal working hours provided the aggrieved employee(s) and the steward have previously notified and received approval from the Police Chief where the Police Chief has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 3.

Procedure. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

**Step 1:**

An employee claiming a violation concerning the interpretation or application of this agreement shall, within fourteen (14) calendar days after the first occurrence of the event constituting such alleged violation, sign and present such grievance in writing to the Police Chief. The Police Chief will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within fourteen (14) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested, shall be signed by the Union and shall be appealed to Step 2 within fourteen (14) calendar days after the Police Chief's final answer in Step 1. Any grievance not appealed, in writing, to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

**Step 2:**

If appealed to Step 2, the written grievance shall be presented by the Union and discussed with the Personnel Committee of the Council ("Personnel Committee"). The Personnel Committee must receive the grievance. The Personnel Committee shall give the Union Business Agent the Employer's Step 2 answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within Fourteen (14) calendar days following the Personnel Committee's final Step 2 answer.

Any grievance not appealed, in writing, to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

**Step 3:**

The Union shall notify the Employer of a grievance unresolved in Step 2 and appealed to Step 3 in writing within fourteen (14) calendar days following the Council's final answer in Step 2. The Union shall notify the Bureau of Mediation Services within fourteen (14) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to arbitration. For grievance matters regarding written disciplinary action, discharge, or termination, the appointment of an arbitrator shall be consistent with Minnesota Statutes 626.892. For all other grievance matters, the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within sixty (60) calendar days of the date that the Bureau of Mediation Services has

mailed the parties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

#### Section 4. Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the terms of this agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be born equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 5. Waiver. If a grievance does not comply with any of the procedural requirements in Section 3, it shall be considered "waived." If a grievance is not appealed in conformance with any of the procedural requirements in Section 3 or any agreed waiver of the requirements thereof: it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union at each step. In addition, the Employer and Union may mutually agree to extend the time lines and mediate the grievance following the Step 2 final answer from the Employer prior to appealing the matter to Step 3.

Section 7. Choice of Remedy. . In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this agreement, the aggrieved employee(s) shall be Limited to one procedure through which remedy may be sought, unless otherwise authorized by law. An employee who is eligible under the Veterans Preference Act has the right to select between the grievance procedure and the Veterans Preference Act procedure. All grievance timelines shall be tolled to allow the eligible employee their full opportunity to make the selection.

#### Article 10. DISCIPLINE

- Section 1. Discipline may be in one of the following forms:
- Oral Reprimand
  - Written Reprimand
  - Suspension
  - Demotion
  - Termination
- Section 2. The Employer will discipline employees for just cause only. The Employer recognizes the concept of progressive discipline.
- Section 3. Suspensions, demotions, or discharges will be in written form.
- Section 4. Written reprimands and notices of suspension shall be read and acknowledged by signature of the Employee.
- Section 5. Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure.

## Article 11. HOLIDAYS

Section 1. The following will be recognized as paid holidays for full time employees:

Holiday

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Easter	Easter Day
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25 <sup>th</sup>

All holidays are considered 8 hours.

Section 2. In the event that any of the actual holidays listed in Section 1 above fall on a Saturday, the Employer will observe the holiday on the prior Friday. In the event that any of the holidays listed above fall on a Sunday, the Employer will observe the holiday on the

following Monday. This section applies to employees who are regularly scheduled to work Monday through Friday.

Section 3. Regular full-time employees in active status will receive payment for the actual holiday regardless of whether the holiday is worked. This payment will be based on the number of hours per day (exclusive of overtime) that the employee is scheduled to work during the pay period in question. Employees on a leave of absence (not in active status) other than vacation or sick leave on both the day prior to and following the holiday will not receive holiday pay except as required by law. This holiday payment will not be considered hours worked for purposes of computing over-time.

Section 4. Regular full-time and part-time employees required to work on the actual holidays listed in Section 1 will receive time and one half of their regular rate of pay for all hours actually worked in addition to the holiday pay listed in Section 3 (for full time regular employees) or Article 6, Section 5 (for eligible part time employees) except for the day after Thanksgiving where only straight time will be paid.

## Article 12. VACATION

### Section 1.

Full time employees shall earn and accumulate vacation benefits as follows:

1 day = 8 hours

0 year - 1 year	10 days
1 year through 2 years	12
2 years through 3 years	13
3 years through 4 years	14
4 years through 5 years	15
5 years through 7 years	16
7 years through 8 years	17
8 years through 9 years	18
9 years through 10 years	19
10 years through 15 years	20
15 years through 16 years	21
16 years through 17 years	22
17 years through 18 years	23
18 years through 20 years	24
20 years through 25 years	25

25 years through 30 years                      30  
After 30 years                                      35

Section 2.        Years of service shall mean consecutive employment as a full-time employee or 2,080 hours of service as an eligible part time employee. The Employer, in its discretion, may credit rehired employees with additional years of experience.

Section 3.        Vacation time will be added to employee's vacation bank based on the employee's years of service per bi-weekly pay period.

Section 4.        Vacations shall only be taken after the time has been earned. A new full-time employee accrues vacation from date of hire but must work the first six (6) consecutive months before being eligible to take vacation pay.

Section 5.        When a paid holiday falls during an employee's vacation period, the employee shall not be charged a day of paid vacation.

Section 6.        ~~Employees can carry over 120 hours of vacation.~~ Current employees may accrue to a maximum of 200 hours. Employees at the maximum accrual will not accrue additional vacation. Earned vacation exceeding the carry-over amount shall be forfeited. Vacation carried over to the year following accrual must take the carried over vacation in the second year or it will be lost.

Section 7.        The Employer will consider vacation requests based on the needs of the Employer as determined by the department head. Employees requesting vacation must provide at least one-week advance notice for the Employer to consider the request. The Employer may waive this requirement at its discretion.

Section 8.        The Employer will allow employees to sign up for requests for vacation times annually. In the event more than one employee requests the same date, the Employer will consider seniority as a deciding factor for up to two weeks of vacation (taken in blocks of at least one week). The Employer may limit vacations including limitation on the number of individuals who can be on vacation at any given time to meet the needs of the Employer.

Section 9.        Each full-time employee will be allowed one (1) personal day off per year with pay. This day shall be scheduled in advance with the appropriate supervisor and mutually agreed to.

### **Article 13. SICK LEAVE**

Section 1.        All full-time regular employees will accrue sick leave at the rate of 3.96 hours per pay period or ninety-six (96) hours per year of continuous employment beginning with the date of hire until one thousand two-hundred and forty (1240) hours have been accrued. Employees who have accumulated more than the maximum number of sick time (1240 hours) will receive payment, on the last pay date of the year, of 60% (not to exceed 57.60 hours) of accrued sick hours exceeding 1240 hours during the current year and the remaining 40% is forfeited.

Section 2.        Sick leave may be used for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be

necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

- Section 3. The Employer may require a doctor's certificate for any absence of three (3) or more consecutive days, for absences that follow a pattern, or otherwise where the Employer suspects potential abuse.
- Section 4. Use or claiming the need to use sick leave for a purpose not authorized in this Article will be cause for discipline.
- Section 5. Employees may accumulate a maximum of 96 hours per calendar year. Employees at the maximum accrual will not accrue additional sick leave.
- Section 6. Sick leave hours shall not be considered hours worked for purposes of computing paid or unpaid leave.
- Section 7. Sick leave may not be taken in less than two-hour increments: if less than two hours is used, two hours will be charged.

#### **Article 14. HOURS OF WORK**

- Section 1. This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- Section 2. Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- Section 3. **In 2025, overtime will be paid at the rate of one and one-half (1-1/2) for all hours worked over 80 hours in a two week pay period. Starting January 1, 2026 overtime will be paid at one and one-half (1-1/2) times the employee's regular rate of pay for hours worked in excess of the employee's regularly scheduled shift. Changes of shift do not qualify an employee for overtime under this Article.** All use of sick leave hours, vacation leave hours are not to be considered hours worked in computing overtime. The establishment of a working schedule will be established by the Employer. The schedule may be modified due to foreseen and expected shortages by the employer.
- Section 4. The assignment of overtime shall be at the discretion of the Employer. Employees must receive prior authorization from the Police Chief before working any overtime, except in cases of emergency.
- Section 5. Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.
- Section 6. Neither the base pay rate specified in Appendix A nor overtime pay shall be paid more than once for the same hours worked under any provision of this agreement.
- Section 7. Employees eligible for overtime payments may receive compensatory time off in lieu of the overtime payment at the employee's request within the sole discretion of the Employer. The Employer may require an employee to utilize accrued and unused compensatory time off. In no event may any employee accrue in excess of one hundred (100) hours of accumulated compensatory time off. Any overtime beyond this maximum

will be paid.

Section 8. Overtime will be calculated to the nearest fifteen (15) minutes.

## Article 15. WAGES

Section 1. Full-time Employees will be compensated according to a step pay plan as outlined in Appendix A. Employees below the top step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation.

Any step increase will be effective on the beginning of the first full pay period following January 1<sup>st</sup>. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.

Section 2. New employees may be hired above the applicable start rate for the classification, if the Employer determines that the employee has additional education or training, experience or other qualifications warranting additional recognition.

Section 3. In no event may an employee exceed the maximum wage for the wage range.

Section 4. Employees who are promoted to a new classification will move to the closest step in the new wage range that meets or exceeds five percent (5%) above the employee's existing wage (exclusive of overtime).

Section 5. Employees who are demoted to a new classification will move to the closest step in the new wage range that is at least five percent (5%) below the employee's existing wage (exclusive of overtime)

Section 6. Call out. Any employee who is called out during a time when they are not normally scheduled to work shall receive a minimum of 2 hours compensation at the overtime rate. The compensation may be taken as paid overtime or banked as compensatory time. An early start or late release from a scheduled shift shall not be considered a call out.

Section 7. Court Time. An employee who is scheduled to appear or required to appear in court during a time when they are not normally scheduled to work, will receive a minimum of 2 hours of overtime compensation or compensatory time off. If the officer is notified at least 24 hours before the scheduled appearance that they do not need to appear in court, no compensation will be earned.

Section 8. FTO pay- Any officer who is actively training a probationer officer will receive \$1.50 per hour over their current hourly wage.

Section 9 Uniforms and Equipment.

- a. A new full-time officer will be provided 2 long sleeve shirts, 2 short sleeve shirts, 2 pairs of duty pants, 1 jacket, 1 pair of boots, and 1 bullet resistant vest, in addition to all required duty gear that the Chief determines is needed.
- b. Officers will be required to provide their own service weapon and must receive approval of said weapon from the Chief before qualifying or use on duty.

- c. Each full-time officer shall receive an annual uniform allowance in the amount of **\$675.00-2025, \$750.00-2026, and \$825.00-2027** per year to maintain uniforms and equipment. Officers will be allowed to charge the items to the police department and shall provide a copy of the invoice to the Chief.

## **Article 16. SENIORITY**

- Section 1. Seniority shall be defined as the length of continuous service with the Employer.
- Section 2. The Employer shall maintain a seniority list of all employees covered by this Agreement.
- Section 3. Seniority shall terminate when an employee is separated from employment.
- Section 4. Seniority shall not accrue under the following conditions:
  - 1. During a period of layoff or other reduction in force; or
  - 2. During a period of an unpaid leave of absence other than military leave or other applicable law.
- Section 5. Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff or other reduction in force is necessary the work force shall be reduced first by laying off any temporary, casual, intermittent, and part-time employees. Subsequent layoff shall be based on seniority provided the employee is qualified to perform the work. In the instances where employees have equal qualifications to perform available work, seniority will prevail.
- Section 6. An employee's right to recall to the same job classification shall exist for twenty-four (24) months after the employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position within ten (10) days from the date of the notice of recall, for which the employee on layoff is qualified, shall terminate all right to recall.

## **Article 17. SAVINGS CLAUSE**

This agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, a state or federal administrative agency from whose final judgment or decree no appeal has been taken with the time provided, or enacted legislation, such provision shall be voided. All other provisions shall continue in full force and effect.

**Article 18. COMPLETE AGREEMENT**

Section 1. This Agreement shall represent the complete agreement between the Union and the Employer.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement

Section 3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment set forth in this Agreement are hereby superseded.

**Article 19. MUTUAL CONSENT**

This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

**Article 20. DURATION**

This agreement shall be in full force and effect from **January 1, 2025, through December 31, 2027**, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this agreement.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the dates noted below:

FOR: Union

FOR: Employer

\_\_\_\_\_  
Tim Gannon, Business Agent

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Please insert new pay plan for **4% for 2025, 4.25% for 2026, 4.5% for 2027 increase.**

**APPENDIX A**

<b>2025</b>											
<i>Min.</i>	<i>6-mo</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
\$25.80	\$27.09	\$28.04	\$29.03	\$30.04	\$31.10	\$32.18	\$33.14	\$34.14	\$35.16	\$36.22	\$37.30

<b>2026</b>											
<i>Min.</i>	<i>6-mo</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
\$26.90	\$28.24	29.23	\$30.26	\$31.31	\$32.42	\$33.55	\$34.55	\$35.59	\$36.66	\$37.76	\$38.89

<b>2027</b>											
<i>Min.</i>	<i>6-mo</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
\$28.11	\$29.51	\$30.55	\$31.62	\$32.72	\$33.88	\$35.05	\$36.11	\$37.20	\$38.31	\$39.46	\$40.64



# *City of Foley*

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## Employee Personnel Policy

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## **SECTION 1-GENERAL**

### **Purpose**

The purpose of this policy is to establish a uniform and equitable system to govern the relationship between employees and the City of Foley. The employment policy defines how employees are recognized and compensated and explains what is expected from individual employees. The City Council has the right to amend, in whole or in part, any or all of the provisions contained in this employment policy.

It is the policy and intent of the City of Foley to provide equality in employment to all persons. This policy expressly prohibits discrimination because of race, creed, color, religion, national origin, political affiliation, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age (except where sex, disability, relationship, or age is a bona fide occupational qualification) in all aspects of its personnel policies, programs, practices, and operations.

This policy applies to all phases of full-time and part-time, temporary, and seasonal employment including, but not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

The policies within are for informational purposes only and are not intended to create a contract of employment. The policies are not intended to cover every situation that might arise and may be amended, repealed, or modified at any time by the City of Foley. Your employment is “at will” and may be terminated at any time by either you or the City with or without cause.

In accepting City employment, employees become representatives of the City and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Foley. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a City employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements for every position at the City of Foley. All employees are expected to:

1. Perform assigned duties to the best of their ability at all times
2. Render prompt and courteous service to the public at all times.
3. Read, understand, and comply with the rules and regulations as set forth in this Employee Personnel Policy as well as those of their departments.
4. Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
5. Report any and all unsafe conditions to the immediate supervisor.
6. Properly care for city property.
7. Maintain good attendance.

This policy does not apply to elected officials or consultants.

## **SECTION 2-EMPLOYMENT PROCEDURES**

### **Appointment Procedure**

All administrative appointments to municipal services shall be made by the City Council on the basis of merit and fitness, and without regard to race, color, creed, religion, national origin, marital status, disability, status with regard to public assistance, political affiliation, sex, sexual orientation, and age, except when a bona fide occupational qualification. Seasonal and department appointments will be made by the Department Head, in coordination with the City Administrator, and with the consent of the City Council.

Personnel shall be divided into five categories as follows:

*Full-time* - City employees who are scheduled for no less than forty (40) hours per work week shall be considered full-time and shall be granted all benefits as stated in this policy.

*Regular Part-time* - City employees who are scheduled for less than forty (40) hours per work week on a regular basis shall be considered regular part-time. Employees in this category shall not be eligible for benefits stated in this policy.

*Temporary Part-time* - City employees who are employed on an irregular basis and who work less than twenty (20) hours per work week. Employees in this category shall not be eligible for benefits stated in this policy.

*Temporary Full-time* – City employees who are scheduled for no less than forty (40) hours per work week, and are hired for a predetermined period of at least six months shall be classified as temporary full-time employees. Employees in this category shall be PERA eligible, but shall not be otherwise benefit eligible. Any probationary status otherwise applicable to an employee, shall not apply to temporary full-time.

*Seasonal* – Position in which the nature of the work or its duration are tied to a specific season or seasons of the year and is less than 185 days within a 12-month period. (P.E.R.A. definition). Employees in this category shall not be eligible for benefits stated in this policy.

### **Testing and Examinations**

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam.

The City Council or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, a candidate must meet the minimum qualifications.

### **Pre-Employment Medical Exams**

The city administrator or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the

essential functions of any city position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the city with the cost of the exam paid by the city. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist). The physician will notify the city administrator or designee that a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the city administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations. If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

### **Background Checks**

All finalists for employment with the city will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the city administrator will determine the level of background check to be conducted based on the position being filled.

### **Probation Period**

The probation period is the final part of the selection process. All employees (except firefighters and police) shall remain on a probationary status for the first six months of employment. During this time period the employee may be dismissed for any reason and this period may be extended if warranted. Police employees shall serve a probationary period of one year. Firefighters shall serve a probationary period of 18 months. During this time period the employee may be dismissed for any reason and this period may be extended if warranted.

### **Residency Requirements**

Pursuant to M.S. 415.16, Subdivision 2, the City of Foley has the authority to request certain employees to live within a reasonable distance of the community if there is a demonstrated job-related necessity. In the interest of the safety and health of the citizens of Foley and others in the area, all Public Works employees are required to live within a fifteen (15) minutes response time of the city as determined by the City Administrator (Resolution 2002-8). Compliance must occur within 6 months of employment.

All police officers shall live within a thirty (30) minutes response time of the city as determined by the City Administrator. New police officer hires will have 90 days following the end of the probationary period to meet the required response time.

Please refer to the Foley Fire Department Personnel Policies, Appendix I, for details regarding the Foley Fire Department residency requirements.

The City of Foley is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Foley will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission.

### **Performance Evaluations**

Employees will normally have their performance evaluated annually. Performance evaluations are based on job descriptions and result-oriented performance standards; the evaluation is intended to assist the employee in reaching their maximum potential. Copies of the performance evaluation are kept in the employee's personnel file as long as the employee is employed with the City of Foley. An employee who disagrees with their evaluation has the right to respond in writing; the employee's response will be attached to the evaluation. An employee may also appeal to the City Administrator or Personnel Committee (if supervised by the City Administrator) if they have concerns over their employment evaluation.

## **SECTION 3-COMPENSATION**

### **Hours Worked**

The work week and work day for all City employees shall be determined by the Department Head and approved by the City Council and fairly reflect the demands and allocation of the work of each department or activity. The regular work schedule shall conform to the provisions of the Fair Labor Standards Act of 1974. The normal work year consists of two-thousand eighty (2080) hours for full time employees, including all authorized absences. The normal work week consists of five (5) eight (8) hour work days. The work week within the Police Department is found in Appendix II.

### **Telework Policy**

Telework is a work arrangement that allows an employee to perform scheduled regular functions at a telework location that is not the employee's permanent work location.

The City of Foley hereby establishes policy that intermittent telework may be arranged by those positions properly equipped with technology and where the job position allows for the capability of telework. Telework must be planned in advanced and approved by both the employee's direct supervisor and the City Administrator.

Telework arrangements must comply with state and federal employment laws. The teleworker also remains responsible for all job duties of the position while teleworking. Work schedules must be arranged in advance. Employee is also subject to use of vacation and sick leave during

times not working and leave requests must be submitted in the same manner as if working from the permanent work location.

The teleworker is responsible for additional supplies and expenses necessary to telework at the location, including but not limited to internet and telephone connection equipment and costs. The teleworker is responsible for being reachable by co-workers, supervisors and customers during telework hours. Any violation of telework policies could result in immediate termination of the telework arrangement.

### **Time Reporting**

Employees will be paid according to the time reported on their timesheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a biweekly basis. Each time reporting form must include the signature of the employee and immediate supervisor.

Full-time, exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek.

Reporting false information on a time sheet may be cause for immediate termination.

### **Compensation**

#### Wages

Employees of the City will be compensated according to the provisions set under the City of Foley's Wage Implementation Plan, Appendix I. Placement of positions on the salary schedule will be determined by the Department Head and City Administrator with approval of the City Council. The criteria used for placement on the schedule may include: previous experience, educational requirements and duties and responsibilities of the position.

Employees who are off the step schedule will be eligible for a longevity increase as provided below:

- After 10 thru 15 years of service - .10 per hour.
- After 15 thru 20 years of service - .20 per hour.
- After 20 thru 25 years of service - .35 per hour.
- After 25 thru 30 years of service - .45 per hour.
- After 30+ years of services - .60 per hour.

Longevity is added to base pay on January 1<sup>st</sup> after completion of each year of service. It is not cumulative each year.

**Department Heads (City Administrator, Police Chief, Public Works Director) receive a \$100 meeting stipend for each city council meeting.**

## Overtime Pay

Overtime hours are defined as hours worked in excess of 40 hours per workweek. The work week within the Police Department is found in Appendix II. An accumulated record of overtime worked shall be kept by each employee. For any overtime accumulated the employee shall receive one (1) of the following:

- Compensatory time off at one- and one-half hours off for each hour of overtime worked with a maximum accumulation of 100 hours.
- Payment of one- and one-half times the employee's hourly rate of pay.

## Unscheduled Call-In Time

Employees who are called into work for emergency or unscheduled work during their off-duty time shall receive a minimum of one (1) hour pay. Saturday, Sunday and holiday emergency work will be paid at an employee's regular rate times one and one half. Overtime rates will not apply to the day after Thanksgiving holiday, unless the employee works beyond the 40-hour weekly threshold. Weekend and holiday equipment checks, which cannot be scheduled during the regular workweek, will be paid at one (1) hour overtime.

The City recognizes the need for irregular schedules, emergency call-ins and overtime. However, the Department Head will ensure that overtime expenses are justified and equitably dispersed among all employees to ensure the most efficient operation possible for the department and the City.

## Compensatory Time

The City of Foley has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime.

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. Vacation, sick leave and paid holidays do not count toward "hours worked." Compensation will take the form of either time-and-one-half pay or compensatory time. The City encourages the use of compensatory time to be used in lieu of overtime whenever possible. The maximum accumulation of comp time is 100 hours. Upon termination of employment, an employee shall be paid for unused compensatory time.

## Other Compensatory Time

Exempt (non-hourly) employees are expected to work the hours necessary in order to meet the performance expectations in their department. For reasons of accountability, exempt employees must track all hours worked. For excess hours worked in a pay period, exempt employees may accrue compensatory time on an hour for hour basis. The maximum accumulation of compensatory time for an exempt employee is 50 hours. Accrued compensatory time may be used in lieu of other accrued benefit leave time. Compensatory time will not be paid out as additional compensation to exempt employees. Upon termination, unused compensatory time is forfeited.

### Shift Differential

Full-time non-exempt Public Works employees shall receive shift differential pay in the amount of an additional \$1.00/hour for those hours worked between 12:01 a.m. – 7:00 a.m.

### Training/Development

Educational expenses for the attendance of a conference, meeting, or courses shall be paid by the Employer where said conferences, meetings or courses are attended by Employees with the prior permission of the Department Head and City Administrator and directly job-related and relevant to the performance of the employee's work responsibilities.

Time spent traveling to and from, as well as time spent attending training sessions or a conference will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

If employees are required to travel outside of the area in performance of their duties as a city employee, they can receive reimbursement of expenses for meals, lodging and necessary expenses incurred. No reimbursement will be made for alcoholic beverages. Meal expense reimbursement shall not exceed \$35 per day. A full reimbursement, over the maximum defined, may be authorized only if a lower cost meal is not available.

Employees who find it necessary to use their private automobiles for city travel will be reimbursed at the prevailing mileage rate as established by the IRS.

### Safety Equipment

Each full-time public works employee will receive the benefit of uniform service provided at no cost to the employee. The City will also reimburse full-time Public Works employees for prescription safety eyewear and steel toed safety shoes. Each full-time public works employees will be allowed an annual reimbursement of up to \$500.00. Receipts are required in order to receive such reimbursement. Police safety equipment is addressed in Appendix II.

### **Pay Day**

Payroll is calculated bi-weekly. The pay period begins on a Sunday and ends on a Saturday with timecards due on the Monday following. The City of Foley requires all employees to use direct deposit for payment of payroll checks. Direct Deposit forms are received in new hire packets or may be obtained from the City Administration office. Pay days that fall on a holiday or weekend are paid the business day prior to the occurrence.

### **Cell Phone Stipend**

Department heads who do not have a city provided cell phone are eligible to receive a \$10 per pay period stipend. Department heads who already have a city issued phone are not eligible for this benefit. Hourly employees are not eligible for this benefit.

## City Apparel

An annual budget of \$500 will be provided for nonunion, non-department head employees for City of Foley apparel to use while at trainings, when using city volunteer hour or other time they are representing the City of Foley when their uniform/dress code is not necessary.

Department heads will be provided with 2 city apparel items upon taking the role as department head. They will also be allowed to order 1 additional item with city logo for each calendar year thereafter.

## SECTION 4-TIME OFF

### Attendance and Absences

The operations and standards of service in the City of Foley require that employees be at work unless valid reasons warrant absence. In order for a team to function efficiently and effectively, employees must be on the job. Attendance is an essential function of every City position. Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should call their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where the employee can be reached and contact any other individual who was designated by the supervisor. Failure to use established reporting process will be grounds for disciplinary action. Departments may establish more specific reporting procedures. The employee must call the supervisor on each day of an absence extending beyond one day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The City may waive this rule if extenuating circumstances warranted such behavior. This policy does not preclude the City from administering discipline for unexcused absences of less than three days. Non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

### Vacation Leave

Full-time employees will be eligible to earn vacation benefits. A new full-time employee must work the first six (6) consecutive months before they are eligible to take vacation pay. Full-time employees who maintain continuous employment shall be eligible for pro-rated vacation benefits on a semi-weekly accrual basis. Full-time employees shall earn vacation according to the following schedule:

*Note: 1 day = 8 hours*

<b>0 year – 1 year</b>	<b>10 days</b>
1 year through 2 years	12
2 years through 3 years	13
3 years through 4 years	14
4 years through 5 years	15
5 years through 7 years	16
7 years through 8 years	17
8 years through 9 years	18

9 years through 10 years	19
10 years through 15 years	20
15 years through 16 years	21
16 years through 17 years	22
17 years through 18 years	23
18 years through 20 years	24
20 years through 25 years	25
25 years through 30 years	30
After 30 years	35

An employee may only carry a balance of up to five (5) weeks (200 hours) of vacation. Overages must be approved by administration or it may be lost.

For those full-time employees leaving in good standing, one hundred percent of unused vacation shall also be considered severance and deposited into the Health Care Savings Plan (HCSP).

### **Personal Day**

Each full-time employee will be allowed one (1) personal day (8 hours) off per year with pay. This personal day is intended to be used for matters which can not be consummated outside the normal business day. This day shall be scheduled in advance with the appropriate supervisor and mutually agreed to.

### **Earned Sick and Safe Leave**

Earned sick and safe leave shall be accrued for full-time employees at a rate of 3.69 hours per pay period or ninety-six (96) hours per year of continuous employment beginning with the date of hire until one thousand two-hundred and forty (1240) hours have been accrued. All other part-time, temporary and seasonal employees shall accrue Earned Sick & Safe leave at a rate of one hour per 30 hours worked by an employee, up to a maximum of 48 hours of sick and safe leave per year. Part-time, temporary and seasonal workers must work for at least eighty (80) hours before becoming eligible for earned sick and safe leave.

Earned sick and safe leave may be used as it is accrued in quarter (.25) hour increments for the following circumstances:

- An employee's own:
  - Mental or physical illness, injury or other health condition.
  - Need for medical diagnosis, care or treatment, or a mental or physical illness.
  - Injury or health condition
  - Need for preventative care
  - Closure of the employee's place of business due to weather or other public emergency
  - The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public health emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.

- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
  - Need to take off due to death in the family if not covered by the City of Foley's Bereavement Policy.
- Care of a family member:
  - With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
  - Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
    - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
    - Obtain services from a victim services organization
    - Obtain psychological or other counseling
    - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
    - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law

- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

#### Advance Notice for use of Earned Sick and Safe Leave

If the need for sick and safe leave is foreseeable, the city requires seven days advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. When an employee uses Earned Sick and Safe time for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

#### Retaliation Prohibited

The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.

#### Benefits and Return to Work Protections

During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

Carry Over of Earned Sick and Safe Leave

Part-time, Temporary and Seasonal Employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed 80 hours.

Full-time employees who have accumulated the maximum number of earned sick and safe time (1240 hours) will receive payment, on the last pay date of the year, of 60% (not to exceed 57.60 hours) of accrued sick hours exceeding 1240 hours during the current year and the remaining 40% is forfeited.

A full-time employee covered by this handbook shall be entitled to a percentage of their unused sick leave as severance pay:

After 2 through 5 years of service	20% Severance
After 6 through 10 years of service	35% Severance
After 11 through 14 years of service	60% Severance
After 15 through 19 years of service	80% Severance
After 20 through 24 years of service	90% Severance
Over 25 years of service	100% Severance

For those full-time employees leaving in good standing, one hundred percent of the allowable severance (see schedule above) will be deposited into the Health Care Savings Plan (HCSP). One hundred percent of unused vacation shall also be considered severance and deposited into the Health Care Savings Plan (HCSP).

Full-time City of Foley employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account.

If an employee dies while still employed and is eligible for severance pay, such severance pay cannot be deposited in to the Health Care Savings Plan (HCSP). The employee's severance pay will be paid to eligible beneficiaries and is taxable income.

## **Bereavement and Leave of Absence**

Full time employees shall be allowed three (3) working days with pay as funeral/bereavement leave, without deduction from sick leave time. This shall apply only for the death of an immediate family member; mother, father, wife, husband, child, stepchild, grandmother, grandfather, grandchild, sister, brother, mother-in-law, and father-in-law, and step-parent.

A full-time employee selected as a pall-bearer for a deceased employee of the City will be allowed adequate time to serve up to one (1) funeral leave day with pay, not to be deducted from sick leave, or up to four (4) hours of leave with pay when serving as an honorary pall-bearer.

## **Jury Duty Leave**

Employees required to appear for jury duty shall be paid the difference between their normal earnings and the stipend received for such jury duty.

## **Military Leave**

Pursuant to Minnesota Statutes 192.26 to 192.261 a municipal employee who is a member of the national guard, or any other component of the militia of the state, or who is a member of the officer's reserve corps, the enlisted reserve corps, the naval reserve, the marine corps reserve, or any other component of the military or naval forces of the United States, shall be entitled to leave of absence without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for the time which employee is engaged in training or active service not exceeding a total of any 15 days in any calendar year. Thus, such employee with full-time status shall receive their regular rate of pay for a period of fifteen (15) days. The employee has the option to use accrued vacation or similar paid leave during the period of military leave extending past fifteen (15) days. For up to thirty (30) days, insurance benefits will be maintained under the same conditions and at the same level of City contribution levels and premium rates while the employee is on leave. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accrual.

## **Volunteer Hours**

The City will provide up to 4 hours of paid leave for volunteer activities within the community. These activities must be directly benefiting the community of Foley and approved by administration prior. These hours will not roll over year-to-year and are considered a "use it or lose it" benefit.

## **Leave of Absence without Pay**

Unpaid leave of absence may be granted for reasonable periods as determined by the employer and shall be in accordance with State and Federal laws. In no case will any leave exceed 12 months.

## **Family Medical Leave Act**

The Family Medical Leave Act (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition;
- for a serious health condition that makes the employee unable to perform the employee's job; or
- for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active-duty status.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months and have 1,250 hours of service in the previous 12 months.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose to use accrued paid leave while taking FMLA leave. This is not a requirement by the City of Foley.

### Appendix III

Refer to Appendix III for general notice of employee rights and responsibilities under FMLA.

## **Parenting Leave**

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

## **Returning to Work After Medical Leave**

After a medical absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation. Any work restrictions must be stated clearly on the return to work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided. The City has the right to obtain a second medical opinion to determine the validity of an employee's worker's compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The City will arrange and pay for an appropriate medical evaluation when it has been required by the City.

## **Holidays**

The following days shall be observed as paid holidays for all full-time employees:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- ½ Day for Good Friday
- Memorial Day
- Independence Day
- Juneteenth
- Labor Day
- Columbus/Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- ½ Day for Christmas Eve
- Christmas Day

When a holiday falls on a Saturday or Sunday, the holiday is celebrated on Friday or Monday respectively. If a designated holiday falls within an employee's vacation period, he/she shall receive an additional day of vacation.

To be eligible to receive a paid holiday, an employee must be in payroll status on the work day immediately preceding and the work day immediately following the holiday.

All work performed on a day designated as a holiday shall be paid at one and one-half times the employee's regular hourly rate, except on the day after Thanksgiving where only straight time would be paid.

## **Lunch and Breaks**

A paid fifteen-minute paid break is allowed within each four consecutive hours of work. An unpaid thirty-minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be

permitted to adjust work start time, end time or lunch time by saving these breaks. Employees working in City buildings will normally take their break at the place provided for that purpose in each building. Employees working outdoors will normally take their break at the location of their work. Employees whose duties involve traveling throughout the City may stop along the assigned route at a restaurant or other public accommodation for their fifteen-minute break. Exceptions must be approved by the supervisor or City Administrator. Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the City Administrator, on the use of meal breaks and rest periods.

## **SECTION 5-EMPLOYEE BENEFITS**

### **Insurance**

The Employer shall make available to the regular, full-time Employees (40 hrs per week) a group program of insurance which may include health and hospitalization, dental, and life insurance. The Employer shall be the final determiner of the group insurance program and the terms and benefits thereof.

An employee is eligible for participation in the group insurance after the employee has worked in a full-time permanent status for thirty (30) days. An employee is eligible for the city contribution as provided in this article as long as the employee is employed full-time by the City. Upon termination of employment, all city contributions shall cease.

The Employer agrees to contribute the entire cost of the insurance program for each regular, full-time employee except for health insurance in which employer contribution will be at the rates indicated below:

#### Insurance Contribution Rates

Single Coverage Premium: Paid in full by the Employer.

Family Coverage Premium: 90% paid by Employer.

The health insurance contribution rates shall be reviewed annually.

Health differential pay will be provided for those full-time employees choosing not to enroll in the group health insurance policy. Employees shall receive 80% of the single premium rate plus employer H.S.A contribution in cash. This differential pay shall be paid bi-weekly with an employee's regular paycheck and will be taxable income.

Any premium costs exceeding the Employer's contribution shall be paid by the Employee by a bi-weekly payroll deduction.

Upon retirement, employees may continue health insurance coverage through the City policy at the full premium purchase rate. Retirement is considered removal in good-standing from occupation or service and pension collecting.

### **Flexible Spending Account Plan**

The employer shall make available to full-time employees a reimbursement plan program which allows the employee to make pretax deductions to be put into a flexible spending account and be used for dependent care expenses, eligible medical, dental, and vision expenses not covered by other insurance.

### **Health Savings Accounts**

The City of Foley provides a high-deductible insurance plan with the option of opening a health savings account as part of enrollment with the City health insurance plan. The Employer will contribute up to \$100 per month match for each city employee that is on the City health insurance plan as long as the employee matches dollar for dollar. The maximum contribution is \$1200 per year per employee. The employer contribution is combined with the employee contribution as part of the overall maximum allowed by Internal Revenue Service guidelines. See City Hall for more details on the I.R.S. guidelines.

### **Public Employees Retirement Association**

All eligible city employees shall participate in the public employee's retirement plan. Under the rules of PERA, both the employee and employer contribute a percentage of the employee's wage toward the retirement fund. Students and certain temporary or seasonal employees may not be covered by PERA.

### **Employee Recognition Program**

As determined by the City Administrator, full time employees shall receive an additional end of year benefit, not to exceed a value of \$100.00.

As determined by the City Administrator, Active Foley Fire Department Firefighters shall receive a benefit during the calendar year, not to exceed a value of \$25.00.

## **SECTION 6—ACCIDENTS/INJURIES AND WORKER'S COMPENSATION**

### **Accidents/Injuries**

The City of Foley recognizes the need and responsibility to maintain a safe and healthy work environment. To that end, it is expected that all employees will report any unsafe working conditions to their immediate supervisor. Every reasonable effort will be made to correct these situations. Unresolved matters should be brought to the attention of the City Administrator.

Any accident an employee is involved in or injury incurred needs to be reported as soon as practical to their supervisor. In no case shall an accident or injury requiring medical attention go unreported for more than 24 hours.

## **Worker's Compensation Act**

It is the policy of the City of Foley to provide all employees with worker's compensation benefits when injury/illness is a direct result of a work-related incident. This benefit is at no cost to the employee.

### **SECTION 7-EMPLOYMENT POLICIES**

#### **Data Practices**

##### Generally

The Minnesota Government Data Practices Act (MGDPA) governs all data maintained by the City, including information about city employees. Most data is public, although personnel data is subject to a number of protections. Employees should take great care to communicate in a professional manner, maintain appropriate documentation, and avoid writing anything that would be embarrassing to the employee or the City if disclosed to the public. No private personal information should be maintained on city computers or in city files because it could become subject to the MGDPA and may have to be disclosed to the public.

##### Employee Records

Employee records are maintained in a location designated by the City Administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc. Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

##### Data Requests

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the City Administrator. Any employee who identifies a mistake in reporting should bring the error to the City Administrator or other appropriate staff. Regardless of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use etc.

##### Media Requests

With the exception of routine events and basic information that is readily available to the public, all requests for interviews or information from the media are to be routed through the City Administrator. No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, and web sites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda) provide the information and notify the City Administrator of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is

a “routine” question, forward the request to the City Administrator. An appropriate response would be, “I’m sorry, I don’t have the full information regarding that issue. Let me take some basic information and forward your request to the appropriate person who will get back to you as soon as he/she can.” Then ask the media representative’s name, questions, deadline and contact information.

All news releases concerning City personnel will be the responsibility of the City Administrator. If the City Administrator authorizes a staff person to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, employees must:

1. Identify themselves as representing the city.
2. All information must be respectful, professional and truthful. Corrections must be issued when needed.
3. Personal opinions generally don’t belong in official city statements.

### Communications

The following guidelines apply to all communications from employees whether internal or to the public (email, telephone, written correspondence):

1. Remember that what you write is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information that you would not want your boss or other employees to read, or that you would be embarrassed to see in the newspaper.
2. The City of Foley expects its employees to be truthful, courteous and respectful towards supervisors, co-workers, citizens, customers and other persons associated with the city. Do not engage in name-calling or personal attacks.
3. City resources, working time, or official city positions cannot be used for personal profit or business interests, or to participation in personal political activity.

## **Respectful Workplace**

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular and temporary employees, volunteers, and firefighters.

### Abusive Customer Behavior

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact. If there is a concern over the possibility of physical violence, a supervisor

should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

#### Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

1. **Violent behavior** includes the use or threat of physical force, harassment, or intimidation.
2. **Discriminatory behavior** includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.
3. **Offensive behavior** includes rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.
4. **Sexual harassment** includes a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - a. Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
  - b. Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
  - c. Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to the following: (1) Unwelcome or unwanted sexual advances; this means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual; (2) Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual; this includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others; (3) Requests or demands for sexual favors; this includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

### Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow the steps below.

Step 1(a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or the City Administrator if the issue involves your supervisor. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, City Administrator or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must immediately report it to a supervisor or the City Administrator.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Administrator or the Mayor.

### Supervisor's Response to Allegations of Disrespectful Workplace Behavior

All complaints of disrespectful workplace behavior will be taken seriously. In the case of sexual harassment or discriminatory behavior, a supervisor must immediately report the allegations to the City Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

#### Step 1.

If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of the employee's actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

#### Step 2.

If a formal inquiry is warranted, the individual alleging a violation of this policy will be asked to discuss the nature of the allegations. The employee being interviewed may have someone of his/her own choosing present during the interview. The supervisor or City Administrator will obtain the following description of the incident, including date, time and place, corroborating evidence, a list of witnesses, identification of the alleged offender.

Step 3.

The supervisor must notify the City Administrator about the allegations.

Step 4.

As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5.

After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6.

The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

#### Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline. If the City Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

Pending completion of the investigation, the City Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

#### Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files.

If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

#### Retaliation

Consistent with the terms of applicable statutes and City personnel policies the City may discipline

any individual who retaliates against any person who reports alleged violations of this policy.

The

City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

### **Possession and Use of Firearms**

Possession or use of a firearm by an employee while working is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits to carry firearms.

The following exceptions to the firearms prohibition are as follows:

1. Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.
2. A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
3. Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

### **Policy Regarding Alcohol and Drug Use by City of Foley Employees**

#### **A. Introduction:**

The Foley City Council recognizes that alcoholism and other drug dependencies are a significant social problem with a potential for causing severe effects to the City's workforce. The City recognizes that it has a responsibility to maintain a drug free workplace in accordance with federal and state laws. The City also recognizes that alcohol and drug dependency may be an illness. Consistent with this understanding, the City has an obligation to ensure that its employees perform their jobs efficiently, safely and in a professional business-like manner.

The purpose of this document is to set forth the City's policy regarding alcohol and other drug use, including unlawful drug use or abuse, in the workplace.

#### **B. Application:**

This policy shall be applicable to all employees of the City of Foley and shall be enforced by all supervisors and department heads.

#### **C. Definitions:**

1. "Work-related Alcohol and Other Drug Abuse" is defined as the use of mood-altering drugs, including all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana, controlled substances or the use of prescription drugs when resulting behavior or appearance adversely affects work performance.

2. "Adversely Affects Work Performance" and "Under the Influence" shall be determined to be present if the employee is perceptibly impaired; has impaired alertness, coordination, reactions, responses, or effort; if the employee's condition or behavior presents the appearance of unprofessional or irresponsible conduct detrimental to the public's perception of the City as an employer as determined by the supervisor or department head.

3. "Controlled Substances" means those substances whose distribution is controlled by regulation or statute including, but not limited to, narcotics, depressants,

stimulants, hallucinogens and cannabis (marijuana).

4. "Mood Altering" or "Alter" means changed behavior which may limit an employee's ability to safely and efficiently perform employee's job duties, or poses a threat to the safety of the employee or others.

D. Non-Discrimination:

The City's policy on work-related substance abuse is non-discriminatory in intent and application. However, in accordance with Minnesota Statutes, Chapter 363A, disability does not include any condition resulting from alcohol and other drug abuse which prevents a person from performing essential functions of the job or creates a direct threat to property or the safety of individuals.

E. Consequence of Violations:

Violations of this policy may constitute misconduct and be subject to discipline, up to and including discharge. Each situation will be evaluated on a case-by-case basis depending upon the severity and circumstances involved.

F. Prohibitions:

No employee shall report to work under the influence of alcohol, marijuana, controlled substances, or other drug which affects employee's alertness, coordination, reaction, response, judgment, decision-making or safety.

No employee shall operate, use or drive any equipment, machinery or vehicle on the job while under the influence of alcohol, marijuana, controlled substances, or other mood-altering drugs. Such employee is under an affirmative duty to immediately notify employee's supervisor that employee is not in appropriate mental or physical condition to operate, use or drive equipment on the job.

No employee shall unlawfully manufacture, distribute, dispense, possess, transfer or use a controlled substance in the workplace or wherever the City's work is being performed.

When an employee is taking medically authorized drugs or other substances which may alter job performance, the employee is under an affirmative duty to notify employee's supervisor of the temporary inability to perform the job duties of employee's position.

Each employee is required to notify their department head of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) five days after such conviction. Upon receiving notice of such a conviction, the City of Foley shall take appropriate personnel action up to and including termination or shall require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program.

Any alcohol or drug testing undertaken by appointing authorities shall be in accordance with Minnesota Statutes 181.950-957, the Minnesota Drug and Alcohol Testing in the Workplace Act.

## **Sexual Harassment Policy**

It is the policy of the City of Foley that sexual harassment of employees is prohibited. The City of Foley believes that every employee has the right to a work environment free from sexual harassment. Any employee found to have acted in violation of this policy will be subject to appropriate disciplinary action, which may include termination. "Sexual Harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

- 1.) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of an individual's employment; or
- 2.) submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- 3.) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creates an intimidating, hostile, or offensive work environment; and the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action; or
- 4.) such conduct is based on sex and would have not occurred "but for" the sex of the victim even though it is not clearly sexual in nature or an explicit sexual advance.

Any claims of sexual harassment should be reported to the employee's supervisor, the personnel department, the city administrator, or anyone else in a position of authority at the City of Foley. Any claims of sexual harassment or violations of the Sexual Harassment Policy will be reported to and investigated by the City of Foley's personnel director or city administrator, unless another individual is more appropriate. If the facts appear to support the allegations of sexual harassment or violation of this policy, disciplinary action up to and including termination may result. All reports of harassment will be handled as confidentially as possible by the City of Foley. This policy applies to all of the City of Foley's employees while performing their duties as employees within or outside the workplace.

### **Acceptable Use Policy for Computer and Network Systems**

Employees need to notify the City Administrator if they will be using their personal technology (cell phones, wireless devices, home computers, cameras, etc.) for city business. Employees should be aware that the data transmitted or stored on personal devices may be subject to the Data Practices Act.

#### **PURPOSE:**

To provide clear guidelines to all employees regarding access to and disclosure of computer and network systems, including electronic communications involving electronic-mail (email), the internet, and downloading of computer files which are sent or received by City employees with the use of any City computer communications systems.

## SCOPE:

These policies, standards and guidelines apply to all employees of the City. The variety of computing and electronic communication access and tools that the City provides its employees include desktop, laptop, mobile and central computers, internal and external networks, email, modems and facsimile systems, cellphones and other wireless devices. These tools are City owned and publicly funded; the computer systems and the software information contained on or conveyed through them is the property of the City. Access and use are restricted by this Acceptable Use Policy. Equipment that is the property of another entity, but used by City employees in the course of their work, is also encompassed in this policy.

By addressing the issues of use for computer communications, the City ensures maximum benefits by recognizing a critical and defined balance between the need for open communications and the protection of City assets. Each system may, at times, have its own set of policies and procedures.

### A. This Policy is Governed by the Following:

1. Administration of department owned servers and equipment will be performed under the discretion and approval of department head.
2. The City reserves the right to access, inspect, review, and monitor computers and network communications systems at any time. Employees have no expectation for privacy when using City computers.

### B. Personal Use of Computers, Networks, Electronic Mail, and the Internet:

1. Incidental and occasional personal business use of City computers or networks is permitted only as determined by individual department heads; however, such use will be in accordance with this and other City policies and is restricted to use during general office hours.
2. The personal usage privilege will be determined by the supervisor and follow these guidelines:
  - A. Is done on the employee's personal time.
  - B. Does not interfere with business usage.
  - C. Does not interfere with the employee's job activities.
  - D. Does not interfere with other employee's job activities.
  - E. Is not for political, religious, personal financial profit, or other promotional activities, or does not result in consumption of City resources.
  - F. Does not result in incremental expense for the City.
  - G. Does not contain or infer threatening, obscene or abusive language.
  - H. Does not involve harassing behavior, pornographic content, or constitute gambling.
3. Employees using computers or networks for personal use waive any claims to privacy.

4. Excessive personal use will be determined by the employee's department head or supervisor and may subject the employee to disciplinary action.
5. Employees must not download software or engaging in activity that exposes City computers or database to viruses or hacking.

C. Electronic Mail (email) and Internet Use:

1. The City's computer communication systems are for the use of persons legitimately affiliated with the City.
2. Under no circumstances should City electronic communications systems be used to send offensive, racist, or sexist messages. Examples of uses of email that will not be tolerated include:
  - a. Illegal activities
  - b. Wagering, betting or selling chances
  - c. Commercial activities
  - d. Personal business
  - e. Solicitation, except on city sanctioned activities
  - f. Promotion of political or private causes, positions or activities, and/or other unethical activities
  - g. Harassing email
  - h. Pornographic or vulgar content.
3. Employees are advised that email and internet use is not private and can be traced. Once created, email messages may be stored in many ways and in many places. A message deleted locally may continue to exist in other places in the network. This data may be subject to public disclosure under the MGDPA and may discoverable in legal proceedings.
4. Employees shall exercise prudent use of list services, downloads, and on-line activities that may have a detrimental affect on network traffic.
5. Email should be routinely filed as necessary or regularly deleted and purged from the system but those emails subject to data practices and retention records must be retained per the adopted records retention schedule.
6. Email received that is threatening or inappropriate should be reported to the supervisor.
7. All email messages should be signed or otherwise clearly identify the sender.

D. Questions Regarding this Policy:

City employees who have concerns or are uncertain about ethical, legal, or security issues regarding their use of data communications tools are expected to discuss their concerns with their supervisor who will act as the employee's first point of contact.

## **SECTION 8-DICIPLINE**

### **Disciplinary Action**

Supervisors are responsible for maintaining compliance with City standards of employee conduct. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies.

Oral and written reprimands will be determined at the discretion of each department head and administered in a non-discriminatory manner. The City is not obligated to use progressive discipline. The Supervisor or the City Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Unresolved matters or severe performance problems may result in suspension or termination of employment. Employees who have engaged in overtly negligent behavior, gross insubordination, theft or moral acts which negatively impacts the City or their ability to perform their jobs, may be suspended immediately.

## **SECTION 9-EMPLOYMENT SEPERATION**

### **Termination of Employment**

Employment is terminable at will by either the employer or employee.

Employees who resign their position are expected to give a two (2) week written notice to their supervisor. Failure to comply with this personnel policy may be considered cause denying such employee future employment. Council reserves the right to waive the notice period.

At the discretion of the City, an employee may be terminated at any time during the probationary period if, in the council's opinion, the employee is unable or unwilling to perform the duties of the position satisfactorily or that his or her habits and dependability do not merit continuance in the position. The employee so terminated shall not have the right to appeal unless he or she is a veteran, in which case the procedure prescribed in Minn. Stat. 197.46 shall be followed.

## APPENDIX I

### City of Foley's Wage Implementation Plan (1999)

The City of Foley pay plan is a step plan – it is based on years of service and satisfactory performance. If performance is satisfactory, employees move to the next step in the pay plan with each year of service. Guidelines for administering a traditional step plan are as follows:

Guidelines are based on two assumptions:

1. The City will update its pay scale once annually on January 1.
2. The City will adjust all current employees' wages effective January 1 of each year.

#### Administrative Rules

1. For new hires the start rate will be determined based on the month of hire.
2. All employees will need to have a performance review prior to receiving their next pay adjustment. A rating of satisfactory will be necessary if an increase is to be granted. This includes annual schedule adjustment related increases.
3. New hires and promoted employees may be assigned to an advanced step at the discretion of the City. Previous related employment or previous work within the City will be considered when making a decision about step placement.

## APPENDIX II

### Foley Police Department

**Work Schedule** - Normal work year shall consist of 2,080 hours to be accounted for by each full-time police officer through the following:

*Nothing in this appendix shall be interpreted to be a guarantee of a minimum or maximum number of hours that the City may assign to the officers.*

**Scheduled hours of work**- Full-time officers will work 12-hour shifts with one 10 hour shift every two weeks to make up a total of 80 hours every two weeks.

**Compensatory Time Carry Over** – a full-time police officer shall be limited in the carryover of compensation time. Compensation time shall be calculated at the **first of every year** to ensure that the officer carryover does not exceed 100 hours, any time over 100 hours the officer will have 1 full pay period to reduce their hours to the required amount with no penalty.

**Overtime** – Full-time officers shall be compensated at (1.5) one and one half times the officer's regular base rate for any hours worked in excess of the officer's extended hours allotment Overtime will be distributed as equally as practicable. Overtime shall be

calculated to the nearest (15) fifteen minutes. Officers are encouraged to take compensatory time instead of paid overtime.

**Shift Differential** - In general an exempt employee is not eligible to receive overtime compensation, under this provision an exempt employee shall be eligible for Shift Differential compensation but only to the extent that full reimbursement is available through an outside source. The exempt employee shall receive compensation as described in the contract or grant agreement. Full-time employees are allowed Shift Differential as compensation for working grant or contract events. Some examples include but are not limited to School Contracts, Safe & Sober grant, Towards Zero Death grant, any National Highway Traffic Safety Administration (NHTSA) grant etc. Shift differential shall be equivalent to 1.5 times the employee's hourly rate or the employee's overtime rate.

**Holidays** - Officers will work holidays as scheduled, all full-time officers will receive eight (8) hours of compensation time for the holidays listed below. If the officer works the holiday they will be compensated for that shift at their overtime rate. A part-time officer who works any of the listed holidays will be paid at their overtime rate (1.5 times their regular rate) for hours worked.

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Easter
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

\* note that the Police Department has chosen to exchange the ½ day Christmas Eve and the ½ day for Good Friday per the City of Foley Personal Policy for the holiday of Easter.

**Training** - Every attempt will be made to schedule officers for training on their scheduled days of work. In the event that the training falls on the officer's days off, the Chief of Police has the discretion to adjust the officer's schedule to ensure that the officer is not exceeding their regular hours in a workweek, or allowing the officer to take the training time as compensation time at one and one half (1.5) times the officers regular time. Mandatory P.O.S.T. Board required training will be compensated at the officer regular rate of time even if exceeds 40 hours.

**Post Training and Dues** – The City will pay for all P.O.S.T. required training. The City will also pay for all P.O.S.T. license renewals for full-time officers. The City will also pay membership in the (FOP) Fraternal Order of Police as well as cover all costs associated with the enrollment and membership in the (FOP) Legal Defense Fund.

**Court Time** – An officer who is required to appear, and does appear in court during their scheduled days off shall receive a minimum of (2) two hours at the officers overtime or compensation rate of pay. If an officer is called off prior to the appearance and advised that they are not required for court then no compensation shall apply. An extension or early report for a regularly scheduled shift does not qualify that officer for the two-hour minimum unless approved by the Chief of Police.

**Call Back** – An officer called back to work outside their regularly posted schedule shall be paid for a minimum of (2) two hours at the officers' base rate of pay. An extension or early report for a regularly scheduled shift does not qualify that officer for the two hour minimum unless approved by the Chief of Police.

**Standby Time** – Officers required by the City to standby or be on call as a replacement for a regularly scheduled shift of on-duty or a portion thereof shall be paid for such standby time at the rate of \$3.25 for each hour they are placed on standby. This time will only be compensated when the officer is directed to be on standby by the Chief of Police. Their time will only be compensated at the start time and end time directed by the Chief of Police.

**Part-time Officers** – Part time officers will be used to offset the current patrol schedule. All part-time officers must currently hold a full-time Peace Officers License in the State of Minnesota. Part-time officers do not receive benefits other than payment of P.E.R.A. (public employees' retirement association) Police and Fire Fund. Part-time officers will receive overtime pay at a rate of (1.5) one and one half times their regular wage when working holidays. Part time officers that are eligible will be allowed to work Safe & Sober (TZD) or other contracted shifts at their regular rate of pay. First priority for all overtime opportunities will be first given to the full-time officers. Part-time officers are required to submit all training records to the department training officer or the Chief of Police to insure that all POST mandated training and continuing education requirements are being met. If a part-time officer fails to meet the P.O.S.T. mandated training requirements, that part-time officer will not be allowed to work shifts and failure to become compliant within 30 days of notification may result in the termination of the part-time officer. Part-time officers will be issued (1) long sleeve shirt, (1) short sleeve shirt, and (1) pair of uniform pants.

**Uniform/Equipment** – Full-time officers will be issued (2) long sleeve shirts, (2) short sleeve shirts, (2) pairs of duty pants, (1) jacket, (1) pair of boots, (1) bullet resistant vest (if allowed by state reimbursement), and all required duty gear <define> that is needed at the discretion of the Chief of Police. Officers will be required to provide their own service weapon. **All** weapons for on-duty or off-duty use must be approved by the Chief of Police prior to the use of the weapon for qualification and duty purposes. Officers are required to maintain their uniforms in good serviceable condition and purchase any additional personal equipment that they deem necessary

for them to perform their job more efficiently and effectively. Each officer shall provide and maintain a personal firearm. Each full-time officer shall receive a uniform allowance of \$450.00 per year for the purpose of replacement or additional equipment as the officer deems necessary to perform their duties as a police officer. Officers will be allowed to charge the items to the police department and provide the Chief of Police a copy of the invoice to ensure the proper amount is being deducted from their allowance. All items purchased should be considered a law enforcement tool or for law enforcement purposes. If the officer has any questions about a purchase, the officer should discuss the purchase with the Chief of Police prior to the purchase of the item.

## APPENDIX III

### Employee Rights & Responsibilities Under The Family and Medical Leave Act

#### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

#### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

#### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

#### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a

regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

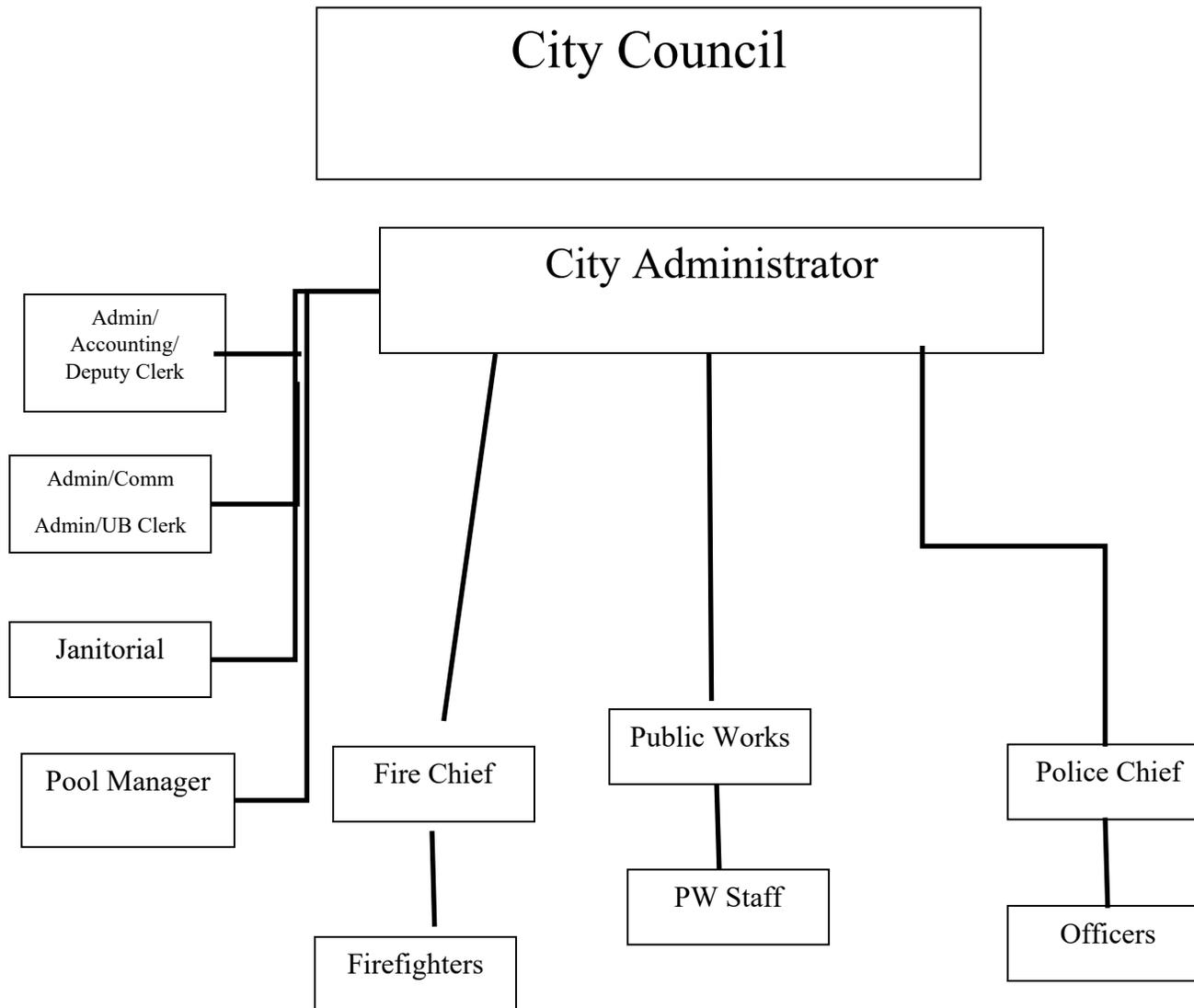
- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

# City of Foley Organizational Chart



## **EMPLOYEE ACKNOWLEDGMENT**

I have received and read the City of Foley Personnel Policy and I am familiar with its terms. I understand that I am an at-will employee. I understand that this document is not a binding contract, but is a set of guidelines to establish a uniform and equitable system of personnel administration for employees of the City of Foley. I also understand that the City may modify any of the provisions of this policy at any time.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date



# Foley Fire Department

81 Norman Avenue South • P.O. Box 709 • Foley, MN 56329  
320-968-7260

November 26, 2024

Foley City Council,

With the recent retirement of 2 of our Officers from the Foley Fire Department, we posted the open Asst. Chief & Captain positions to Members of the Foley Fire Department. After following the process outlined in our Foley Fire Department Personnel Policies, I would like to recommend the appointment of Lieutenant Todd Foreman to the position of Assistant Fire Chief and Lieutenant Travis Janson to the position of Captain.

Terms of both positions will be from January 1, 2025 through December 31, 2027 when all of our Officer position terms are up for reappointment.

Thank you,

*Mark Pappenfus*

Mark Pappenfus

Foley Fire Chief

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2024-28

A RESOLUTION ACCEPTING DONATIONS FOR THE FIRE DEPARTMENT

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

WHEREAS, Norman and Marlus East have donated funds for the fire department; and

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

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

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to Norman and Marlus East for their generous donation.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 3rd day of December 2024.

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Jack Brosh, Mayor

ATTEST:

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Sarah A. Brunn, City Administrator

**Payroll - October 2024**

Gross Salaries - Bi-Weekly	Payroll - 11/15/24	38,214.43
EFTPS	Federal Withholding	6,623.15
MN Dept of Revenue	State Withholding	1,356.28
State Treas. PERA	PERA	7,477.07
Nationwide	Deferred Comp	1,206.37
Pacific Life Ins	Roth IRA	90.00
Further	HSA Contribution	1,331.14
MN Dept of Human Services	Child Support Garnishments	329.48
LELS	PD Union Dues	211.50
Gross Salaries	Payroll - 11/29/24	38,868.14
EFTPS	Federal Withholding	6,911.19
MN Dept of Revenue	State Withholding	1,441.54
State Treas. PERA	PERA	7,635.04
Nationwide	Deferred Comp	1,210.12
Pacific Life Ins	Roth IRA	90.00
Further	HSA Contribution	1,331.14
MN Dept of Human Services	Child Support Garnishments	329.48

*Already Paid 12/3/24* 0.00

**Total** 114,656.07

**To Be Paid 12/3/24**

ALEX AIR APPARATUS 2 LLC	FD TRUCK WASH SOAP	113.72
AUTO VALUE	FD & STREET VEHICLE MAINT/SHOP MAINT	346.85
BENTON COUNTY AUDITOR-TREAS	2024 ELECTION EQUIPMENT/MTCE	497.04
CHAMBERLAIN OIL CO INC	PW 906 CAT OIL	91.29
CINTAS CORPORATION	UNIFORMS	198.25
ELECTRIC MOTOR SERVICE, INC.	CITY HALL FURNACE BELTS	43.74
FERGUSON ENTERPRISES LLC #3326	WELL 5 CHEMICAL PUMP	552.41
FIRST NATIONAL BANK OF OMAHA	11/24 cc INVOICE'S	1,057.36
FURTHER	08/24 HSA ADMIN FEE	37.85
GILMAN COOP CREAMERY	WATER LINE REPAIR	1.98
HEALTHPARTNERS	10/24 PD MEMBER & NON-MEMBER EAP DAT	21.00
JM TRUCK & TRACTOR REPAIR	0101,1602,1701,2101,2102 DOT STATE INSPECTION	1,150.00
JM TRUCK & TRACTOR REPAIR	2101 MACK PLOW DOT INSPECTION	250.00
JM TRUCK & TRACTOR REPAIR	9501 FREIGHTLINER DOT INSP. & REAR BRAKES	2,800.00
JM TRUCK & TRACTOR REPAIR	9801 DOT STATE INSPECTION	250.00
JM TRUCK & TRACTOR REPAIR	9903 DOT INSPECTION & REPAIRS	1,895.00
JM TRUCK & TRACTOR REPAIR	FD UNIT 1,2,3,4,5 MAINTENANCE	7,405.00
MARCO INC	10/24 & 11/24 COPIER LEASE	673.06
MIDWEST FIRE	TANKER FINAL PAYMENT PER CONTRACT	116,673.00
MN DEPT OF HEALTH	2024 4TH QRT CONNECTION FEE	2,201.00
MN DEPT OF REVENUE	10/24 WATER SALE AND USE TAX	456.00
MN STATE FIRE CHIEFS ASSO	FD MSFCA ANNUAL DUES 2025	340.00
NUSS TRUCK & EQUIPMENT	2101 MAINT AIR TANK VALVE	34.78
PCG LAW	DOG HEARING L. WHITE	525.00
RENGEL PRINTING	FD MEDICAL RUN SHEETS	180.39
RINKE-NOONAN	GEN LEGAL & COUNL MTG, CANNABIS -PD-ODAM MED BILLABLE	5,216.00
RMB ENVIRONMENTAL LABORATORIES	SC WWTP EFFLUENT SAMPL & WATER ANALYSIS	539.23
SHIFT TECHNOLOGIES, INC	11/24 & 10/24 ANTISPAM, IT ISSUES	2,430.75
SHORT ELLIOT HENDRICKSON, INC	2024 LEAD SERVICE, 2025 STREEP IMP, GEN ENG, NEW MED CNT	52,491.73
STAPLES	OFFICE SUPPLIES - CALC TAPE/COPY PAPER	63.28
THE GARDENS AT FOLEY	REFUND OF RENTAL LICENSING FEES - STATE INSPECTION MOVIN	2,200.00
USABLE LIFE	12/24 LIFE INSUR	296.00
VERIZON	11/24 FD/PD/PW CELL	408.39
VOSS LIGHTING	BUILDING MAINT EXTERIOR LIGHTS	388.24
XCEL ENERGY	11/24 UTILITIES	5,744.04
ZIEGLER-CAT	906 CAT FILTERS	72.19
ZOLL MEDICAL CORPORATION	FD MEDICAL DEFIB PADS	197.36

**Total** 322,498.00

**Additional Items to be PD 12-3-24**

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

**ORDINANCE NO. \_\_\_\_\_**

**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**, 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 average usage for the months of January, February, March, April when determining what rate to charge during the months of May, June, July, and August; and

**WHEREAS**, the City determined it is in best interest of the City to amend Section 610 in allow for the consideration of the averages discussed herein.

**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.* For the months of May, June, July, and August of a calendar year, the residential sewer rate charge will be based on the average usage of the prior January, February, March, and April ~~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, u~~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 January 1, 2025~~July 1, 2024~~. 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 average usage of January, February, March, and April to determine the winter sewer charge. 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 \_\_\_\_\_, 2024.

ATTEST:

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

\_\_\_\_\_  
Sarah Brunn  
City Administrator

NOTICE OF PUBLIC HEARING OF AN ORDINANCE  
ADOPTING THE CITY'S FEE SCHEDULE

The Foley City Council gives notice that it will hold a public hearing on December 3, 2024 at 5:30 p.m., or as soon after that as can be heard, at the Foley City Hall located at 251 4<sup>th</sup> Avenue N in Foley, Minnesota, to hear all persons present regarding the City Council's proposed amendments to the fee schedule ordinance for the City of Foley. The full fee schedule is available at City Hall or on the city website. Any comments regarding this matter can also be directed to City Hall at [contactus@ci.foley.mn.us](mailto:contactus@ci.foley.mn.us) or 320-968-7260 during business hours.

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Sarah A. Brunn, City Administrator

## City of Foley Schedule of Current Fees, Charges and Rates

(PROPOSED 1-1-25)

Type	Section	Requirements	Amount
Annexation	105:00	Application Filed	\$400 plus actual costs
Assessment Search		Authorized Request	\$10.00
Auctioneers	530:02	Per Day	\$5.00
Auction License	530:25	Auction License Fee & \$1,000 Bond	Cost determined by City Council and paid at the time application for license or its renewal submitted.
Barbed Wire	1100:02, Subd 10	Application Fee Public Hearing Required	\$5.00
Beer License	425:00	Also See Liquor Licenses	
Beer – Off-Sale	425:08 (B)	Annual Application	\$20.00
Beer – On-Sale	425:08 (A)	Annual Application	\$60.00
Beer – Temporary	425:08 (C)	3 Day Maximum	\$25.00
Bingo	550:04, Subd 3	Annual Application & Bond (Taken over by the State)	\$10.00
Building Permit	605:02 & Ord. 319, Sect 3	Application Filed	Refer to attached building permit fee schedule
<b>Cannabis Licensing Fee</b>	<b>TBD</b>	<b>*Waiting for state guidance May do county licensing</b>	<b>\$500 – Initial \$1,000 – Renewal *or half of OCM fee (whichever is less)</b>
Cigarettes	520:04	Annual Application	\$150.00
City Council Salary	110:00	Mayor Council	\$150.00 per meeting
City Office Copies			\$0.25 per page
Civil Defense Officer	210:00	Council Appointed	\$120.00
Conditional Use Permit	Ord. 312, Sect 22 Subd 2, 3	Application Filed	\$250.00
Council Room Rent		By Reservation	\$50.00
Certification Fee (for tax collection)		Per Assessment	\$35.00
Demolition Permit	605:08	Application Filed	\$25.00
Dog License	1120:04  1120:08	(One-time license fee) Fee Per Dog Duplicate Tag Impound Fee Boarding Fee	\$20.00 \$5.00 \$50.00 plus boarding fee \$25.00 per day
Driveway Permit	Ord. 319, Sect 7 Subd 3, 18	Application Filed	\$50.00
Engineering Fee		On Permit Application	\$100.00
Excavating Fee	800:06 & Ord. 319, Sect 9 Subd 1, 4	Application Filed	Determined by cost of project based on attached building permit fee schedule

## City of Foley Schedule of Current Fees, Charges and Rates

Type	Section	Requirements	Amount
Fence Permit	Ord. 319, Sect 5 Subd 2, 3	Application Filed	Refer to attached building permit fee schedule
<b>Fire Calls</b>	<b>602:04</b>	<b>Medical Calls Emergency or Rescue Calls</b>	<b>\$150.00 Billed once to recipient, then to township \$300.00 for 1<sup>st</sup> hour or fraction thereof \$300.00 for additional hours or fraction thereof</b>
Fire Call Report		Signed Authorization Form	\$5.00 per report
Gambling	540:00, Subd 1	Annual Application & Bond (Taken over by the State)	\$100.00 Paddle Wheel \$10.00 Tipboard \$10.00 Raffle \$50.00 Premises Permit
Garbage Hauling Contract	510:06	Annual Application	\$25.00
Handgun Permit to Carry		Application Filed	\$10.00
Handicap Parking	1010:00		\$100.00
Health Officer	215:15	Council Appointed	\$100.00
I/I Penalty	310:34		\$75.00/month
Junk Dealers	535:02	Annual Application & \$2,000 Bond	\$100.00
Liquor License	425:15	Review, First Time Investigation Fee	\$500.00
3.2% Malt On-sale	425:08 (A)	Annual Application	\$60.00
3.2% Malt Off-sale	425:08 (B)	Annual Application	\$20.00
Temp 3.2% Malt	425:08 (C)	3 Day Maximum	\$50.00
Off-sale Liquor	425:08 (D)	Annual Application	\$150.00
On-sale Liquor	425:08 (E)	Annual Application	\$1,750.00
Sunday On-sale	425:08 (F)	Annual Application	\$150.00
Combo On/Off-sale	425:08 (G)	Annual Application	\$1,900.00
Temp On-sale Liquor	425:08 (H)	Application Filed	\$100.00
On-sale Wine	425:08 (I)	Annual Application	\$150.00
1 Day Consumption and Display	425:08 (J)	Application Filed	\$100.00
Approval of 1-Day Consumption	425:08 (K)	Application Filed	\$100.00
Culinary Class On-sale	425:08 (L)	Application Filed	\$100.00
Temp Off-sale Wine	425:08 (M)	3 Day Maximum	\$100.00
Brew Pub On-sale	425:08 (N)	Application Filed	\$500.00
Brewer Off-sale	425:08 (O)	Application Filed	\$100.00

**City of Foley**  
**Schedule of Current Fees, Charges, and Rates**

<b>Type</b>	<b>Section</b>	<b>Requirements</b>	<b>Amount</b>
<b>Brewer Temp On-sale</b>	425:08 (P)	Application Filed	\$100.00
<b>Non-enclosed On-sale</b>	425:08 (Q)	Application Filed	\$100.00
<b>Temp Non-enclosed On-sale</b>	425:08 (R)	Up to 4 Days, 3 times per year	\$100.00
<b>Liquor – Community Festival Event</b>	425:08 (S)	Application Filed	\$100.00 per event
<b>Liquor Violation</b>	425:29		1 <sup>st</sup> Violation: \$500.00 2 <sup>nd</sup> Violation: \$1,000.00 3 <sup>rd</sup> Violation: \$2,000.00
<b>Livestock Keeping</b>	1125:00	Prohibited Effective 7-6-10	
<b>Manufactured Home Park</b>	Ord. 319, Sect 20 Subd 10	Application Filed	
<b>Manufactured Home Relocation</b>	Ord. 319, Sect 20 Subd 3	Application Filed	
<b>Mechanical Permit</b>	702:00	Application Filed	Refer to attached mechanical permit fee schedule
<b>Meter Maintenance Fee (Monthly)</b>			
<b>Minor Subdivision</b>	Ord. 320, Sect 11 Subd 1 (6)	Application Filed	\$250.00
<b>Non-Sufficient Funds Fee</b>			\$35.00
<b>Park Dedication Fee</b>		On Permit Application	\$150.00 per lot
<b>Park Shelter Rent</b>		By Reservation No option of Lion main w/o kitchen	\$150.00 Holdridge #1 or Lion #4 \$75.00 Holdridge #2 or #3 (Non-Refundable)
<b>Parking Ticket</b>	1010:00		\$25.00
<b>Planned Unit Development</b>	Ord. 319, Sect 21 Subd 4, 2	Application Filed	\$250.00
<b>Plat Review Fee</b>	Ord. 320, Sect 4 & Sect 6		\$500.00 Preliminary Plat Fee
<b>Planning/EDA Committee Member</b>	<b>Resolution</b>		<b>\$100.00/year annual stipend</b>
<b>Plumbing Permit</b>	701:00	Application Filed	Refer to attached plumbing permit fee schedule
<b>Police Accident Report</b>		Signed Authorization Form	\$5.00 per report
<b>Police Report</b>		Signed Authorization Form	\$0.25 for each page \$4.00 for each photo
<b>Preliminary Plat</b>	Ord. 320 Sect 5 Subd 1	Application Filed	\$500.00 plus actual costs
<b>Public Land Dedication</b>	Ord. 320 Sect 10, Subd 1		\$1000.00 per lot or 1,000.00 sq ft per single family \$300.00 per unit or 400 sq ft per multi family
<b>Razing/Demolishing</b>	605:08	Permit Required	\$25.00
<b>Recording Fee</b>			\$46.00

## City of Foley Schedule of Current Fees, Charges and Rates

Type	Section	Requirements	Amount
<b>Rental Property License</b>	730:03 Subd 1 & Resolution 2007 - 7	Application Filed	Dwelling License: \$30.00 for 1 <sup>st</sup> unit PLUS \$10.00 per unit thereafter Dwelling Inspection Fee: \$50.00 per unit (inspection + 1 follow up, \$100.00 min) Add'l Inspection Fee: \$50.00 per inspection Late Fees/Penalties: \$25.00 Reinstatement Fee: \$100.00 for 1 <sup>st</sup> unit reinstated PLUS \$20.00 each add'l unit Background Checks: per Police/Sheriff Dept.
<b>Crime Free Class Fee</b>	<b>730:03</b>	<b>Application Filed</b>	<b>\$30.00</b>
<b>Rezoning</b>	Ord. 319, Sect 23	Application Filed	\$250.00
<b>Sewer Hookup Fee</b>	609:00	On Permit Application	\$1,200.00
<b>Sewer Rates</b> * minimum (2,000 gallons per month)	<b>610:00</b>	<b>Metered off water</b>	\$1.95 per 100 gallons or portion thereof. (2023) \$2.44 per 100 gallons or portion thereof. (2024) <b>\$2.57 per 100 gallons or portion thereof. (2025)</b> Multi-family charged one minimum per unit.
<b>Signs</b>	Ord. 319, Sect 8	Application Filed	Refer to attached building permit fee schedule
<b>Small Animals</b>	1130:08	Application Filed	\$25.00
<b>Small Cell Facility</b>	815:01	Application Filed	\$500.00
<b>Special Building Official Inspection/Facility Compliance</b>	State of Minnesota	Application Filed	\$300.00
<b>Storm Sewer Fee</b>	TBD		\$1.00/utility billing account/month *apartments/trailers – per unit
<b>Subdivision Developer Agreement</b>	Ord. 320, Sect 9		Escrow deposits to cover improvement costs
<b>Swimming Pool Fees</b>	Ord. 408		Age 15 & under: \$5.00 Age 16 & above: \$6.00
<b>Swimming Lessons</b>			25 min sessions: \$41.00 50 min sessions: \$82.00
<b>Sewer Winter Rate</b>	<b>610:00</b>		<b>Months of May, June, July, August charged sewer based on the average of the 4 months of January-April.</b>
<b>Tax Abatement</b>	Policy	Application Filed	\$15,000 – Projects which require additional professional services in excess of \$15,000 shall be required to reimburse the city for additional expenses.
<b>TIF – Tax Increment Financing</b>	Policy	Application Filed	\$15,000 – Projects which require additional professional services in excess of \$15,000 shall be required to reimburse the city for additional expenses.
<b>Tower Permit</b>	Ord. 319, Sect 9	Application Filed	Refer to attached building permit fee schedule
<b>Transient Merchant</b>	532:00	Application Filed & \$1,000 Bond	\$100.00
<b>Trunk Fees</b>	609:00 Article III (C)	Subdivision or Property Improvement Area Trunk Fee	See 609:00 Article III C Exhibit A, Sewer & Water Area Trunk Fees Schedule Attached
<b>Water Meter &amp; Hookup</b>	620:00	On Permit Application	\$1,500.00

<b>Water Rates</b> *minimum (2,000 gallons per month)	615:0 0	Metered	\$0.76 per 100 gallons or portion thereof. *Multi-family charged one minimum per unit.
<b>Water Bulk Rate</b>			\$1.50 per 100 gallons - \$30.00 minimum billing
<b>Water Disconnect &amp; Re-Connect Fee</b>	615:00		\$100.00 each (one for turn-off, one for turn-on)
<b>Water Meter Reading</b>	615:00	By Public Works	\$35.00 per reading
<b>Water Payment</b>	615:00	Late Penalty Fee	\$25.00
<b>Water Test Fee</b>	Mn Dept of Health State Statute		\$1.59 per meter
<b>Winter Parking</b>	1010:14, Subd 4		\$25.00
<b>Variance</b>	Ord. 319, Sect 24	Application Filed	\$250.00
<b>Zoning Amendment</b>	Ord. 319, Sect 23	Application Filed	\$250.00

Exhibit A: City of Foley Trunk Water and Sewer Rates  
Established in 2005

Land Use	Water Rates				Sewer Rates			
	Trunk Fee		WAC		Trunk Fee		SAC	
	Rate	Unit	Rate	Unit	Rate	Unit	Rate	Unit
Single Family Residential, Manufactured Housing	\$ 1,510	Ac	\$ 1,500	Unit	\$ 3,130	Ac	\$ 1,200	Unit
Commercial, General Commercial	2,520	Ac	2,520	Ac	5,220	Ac	4,810	Ac
Industrial, Multi Family	3,860	Ac	3,860	Ac	6,260	Ac	5,780	Ac
Public/Golf/Park	630	Ac	630	Ac	1,300	Ac	1,200	Ac

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

ORDINANCE NUMBER 489

AN ORDINANCE ADOPTING THE CITY'S  
SCHEDULE OF FEES, RATES AND CHARGES FOR 2025

The following is the official summary of Ordinance No. 489 approved by the Foley City Council on December 3, 2024:

The Foley City Council adopted the City's fee schedule with Ordinance No. 489. The fee schedule provides all of various fees, charges, fines and penalties imposed or required by the City's Code and Ordinances, including but not limited to fees and charges for planning and zoning; building permits; fences; demolitions; mechanical installation permits; plumbing permits; excavations; driveways; park shelter rental; pool admissions; sewer and water charges and rates; liquor, beer, tobacco and gambling licenses; animal and dog license fees; garbage hauling; parking; and other such fees.

A complete, printed copy of the Ordinance (Fee Schedule) is available for inspection by any person during regular office hours at the Foley City Hall.

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Jack M. Brosh, Mayor

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ATTEST:

Sarah A. Brunn, City Administrator

**JOINT POWERS AGREEMENT BETWEEN THE  
COUNTY OF BENTON AND THE CITY OF FOLEY  
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Benton and the City of Foley for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

WHEREAS, The Minnesota Legislature passed 2023 Session Law, Chapter 63, H.F. no. 100 which legalized recreational use of cannabis by adults and retail sales of cannabis in Minnesota.

WHEREAS, The Legislature created the Office of Cannabis Management, "OCM," and the OCM was given the duty of issuing and renewing licenses for cannabis businesses including cannabis retailers.

WHEREAS, Pursuant to Minn. Stat. § 342.22, the legislation also required licenses of certain cannabis and hemp businesses be registered by city and towns or by the county with the consent of a city or town. Before making a retail sale to customers or patients, the following licenses are required to be registered by the local government: Cannabis Retailers, Cannabis mezzobusinesses, Cannabis microbusinesses, Medical Cannabis Combination Business, and Lower Potency Hemp Edible Retailer.

WHEREAS, Pursuant to Minn. Stat. § 342.22, subd. 4, a local unit of government that registers cannabis businesses "shall conduct compliance checks of every cannabis business and hemp business with a retail registration issued by the local unit of government. During a compliance check, a local unit of government shall assess a business's compliance with age verification requirements and compliance with any applicable local ordinance established pursuant to section 342.13." Age verification compliance checks shall be done yearly.

WHEREAS, Pursuant to Minn. Stat. § 342.22, the legislation allows the local governmental unit to impose registration fees and civil penalty for businesses that are not registered and sell regulated product.

WHEREAS, Pursuant to Minn. Stat. § 342.22, a city or town may consent to and authorize a County to register and enforce all registration requirements under Minnesota Statute §342.22, or successor statute, and any rules or regulations adopted under Minnesota Chapter 342 by the State of Minnesota or the Office of Cannabis Management.

WHEREAS, Pursuant to Minn. Stat. § 342.13, a local governmental unit may adopt reasonable restrictions on the "time, place, and manner of operation of a cannabis business" and "prohibit the operation of a cannabis business with 1,000 feet of a school, or 500 feet of a day care,

residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.”

WHEREAS, Pursuant to Minn. Stat. §342.13(h), “a local government unit that issues cannabis retailer registration under section 342.22 may, by ordinance, limit the number of licensed cannabis retailers, cannabis mezzobusinesses with retail operations endorsement, and cannabis microbusinesses with retail operations endorsement to no fewer than one registration for every 12,500 residents.”

WHEREAS, City of Foley desires the County of Benton to register licenses on its behalf since the County of Benton has greater capacity to process registrations, conduct compliance inspections, and monitor potential violations.

This agreement is authorized by Minn. Stat. § 342.22, subdivision 1, Minn. Stat. § 342.13 and Minn. Stat. § 471.59.

The County of Benton and the City of Foley agree that:

1. The County of Benton will act in place of the City of Foley and the County of Benton will have the authority to exercise all duties and rights associated with registration, and enforcement pursuant to Minn. Stat. 342.22 and 342.13, or successor statutes. This includes the County adopting an ordinance to limit the number of Cannabis Retailers, Cannabis mezzobusinesses with retail operations endorsements, Cannabis microbusinesses with retail operations endorsements and adopting reasonable restrictions on the “time, place, and manner of operation of a cannabis business” and “prohibit the operation of a cannabis business with 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.”
2. The County of Benton is authorized and has the consent of the City of Foley to register and enforce all registration requirements under Minn. Stat. § 342.22 and time, place and manner of operation requirements, registration caps pursuant to § 342.13, or successor statute, and any and all rules or regulations adopted under Minn. Stat. Ch. 342 by the State of Minnesota of the Office of Cannabis Management. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Benton. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
3. The County of Benton will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of City of Foley. Source of funds shall be through State grant funds, County cannabis aid funds, general revenue funds and the collection of fees and penalties as established by the County of Benton.

4. The City of Foley shall retain all authority granted to it under Minnesota Chapter 462 (Municipal Planning and Zoning).
5. Any ordinance adopted pursuant to Minn. Stat. § 342.13 and § 342.22 by the County of Benton regarding registrations of Cannabis Retailers, Cannabis mezzobusinesses, Cannabis microbusinesses, Medical Cannabis Combination Business operating a retail location, and Lower Potency Hemp Edible Retailer, time, place and manner of operation requirements, and registration caps shall be construed to supersede any local municipal regulation or ordinance. This provision will not apply to the city's ordinances adopted pursuant to Minn. Stat. Ch. 462 that do not conflict with the County's ordinance adopted pursuant to Minn. Stat. § 342.13.
6. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Benton shall maintain all records, accounts and reports for the regulation and registration of cannabis.
7. The County of Benton shall account for any funds and the County of Benton shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement, they shall be distributed to the County of Benton in the event this agreement is terminated.
8. County of Benton shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. The City of Foley shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of County of Benton shall become an employee of the City of Foley, and no employee of the City of Foley, shall become an employee of County of Benton, by virtue of this agreement.
9. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
10. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further

that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Benton and the City of Foley by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

\_\_\_\_\_  
City of Foley  
Mayor

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
County of Benton  
Board Chair

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Montgomery Headley, County Administrator

Date \_\_\_\_\_

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

**ORDINANCE NO. 490**

**AN ORDINANCE ADOPTING REGULATIONS FOR  
TEMPORARY CANNABIS EVENTS**

**WHEREAS**, the City of Foley (the “City”) is tasked with carrying out certain functions for the licensing of cannabis businesses and cannabis events, as required under Minn. Stat. § 342; and

**WHEREAS**, Minn. Stat. § 342.40 requires a local unit of government to permit temporary cannabis events, which are events lasting no more than four (4) days; and

**WHEREAS**, the City may adopt reasonable criteria that temporary cannabis event organizers must follow to ensure the safety of participants and City residents; and

**WHEREAS**, the City desires to adopt such criteria, which will mirror the temporary cannabis event criteria adopted by Benton County, Minnesota, to ensure consistency in enforcement.

**NOW, THEREFORE**, the Foley City Council hereby ordains:

**Section 1.** The following language shall be added to Chapter 5, as Section 560 – Temporary Cannabis Events:

**Section 560:00. Purpose.** The Purpose of this ordinance is to regulate and properly permit temporary cannabis events, as allowed by Minn. Stat. § 342.40.

**Section 560:01. Definitions.** Whenever the following terms appear in this ordinance, they shall have the meanings assigned to them in this section:

Subd. 1. *City.* The “City” shall mean the City of Foley.

Subd. 2. *Temporary Cannabis Event.* “Temporary Cannabis Event” shall be an event licensed under Minn. Stat. § 342.39, or its successor statute, lasting no more than four (4) days.

**Section 560:02. License or Permit Required for Temporary Cannabis Events**

Subd. 1. License Required.

A permit is required to be issued and approved by City prior to holding a Temporary Cannabis Event, “Event.” Additional permits and licenses may be required by law from other City Departments or Offices.

Subd. 2. Registration & Application Procedure.

A permit application fee, as established in City’s fee schedule, shall be charged to applicants for Temporary Cannabis Events.

Subd. 3. Application Submittal & Review.

A) The City shall require an application for Temporary Cannabis Events Permit.

1. An applicant for an Event permit shall fill out an application form, as provided by the City. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the owner and applicant;
- iii. The address and legal description of all property upon which the Event is to be held;
- iv. The applicant shall provide proof of ownership of all property upon which the Event is to be held or provide a notarized statement made upon oath or affirmation by the owner(s) of record of all such property that the applicant has permission to use such property for the purpose of holding an Event;
- v. The application shall be signed by both the applicant or applicants and the property owner(s) of record.
- vi. the plans for providing toilet and lavatory facilities including the number, location, type, and means of disposing of waste deposited;
- vii. the plans for holding, collection, and disposing of solid waste material;
- viii. the plans to provide for medical facilities including the location and construction of a medical structure, the names and addresses and hours of availability of medical personnel;
- ix. the plans for parking vehicles including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots;
- x. the plans for security including the number of licensed security personnel, their deployment at the event site, and the staffing levels of licensed security present during the hours of the event operation. If the event hires individuals as employees or independent contractors to provide security, the applicant must provide their names, addresses, and credentials. If the event obtains licensed security personnel from a security contractor, the applicant must provide the name, address, and telephone number for the contractor and the name and telephone number of the person supervising these licensed security personnel;
- xi. the plans for area traffic control for egress from and exit onto public roads or highways;
- xii. a scale diagram depicting the location of the facilities listed in this section.
- xiii. A copy of the Cannabis Event Organizer State License.

B) The permit applicant shall include with the form:

- i. the permit application fee as required in the City's fee schedule; and

- ii. a copy of the OCM cannabis event organizer license application, submitted pursuant to 342.39 subd. 2.

C) A complete application for an Event permit shall be made in writing to the City Council at least 60 days in advance of such event. The application shall be made on forms provided by the City. Upon receipt of the complete application, the City Administrator shall inform the applicant that the application is complete, process the application fee, and shall review the application, with consultation from staff and consultants. If an applicant foresees issues with the application process, applicant is encouraged to submit the application far in advance of the 60 days for processing. If an incomplete application is submitted, it will be returned to the applicant within 10 business days. It is the applicant's responsibility to submit a timely and complete application.

D) The permit application fee shall be non-refundable once processed.

E) The Event permit application shall meet the following standards:

- i. No permit shall be granted to any person for whom any taxes, assessments or other financial claims of the City are delinquent and unpaid, nor shall any permit be granted for an Event held on any premises on which taxes, assessments or other financial claims of the City are delinquent and unpaid.
- ii. No permit shall be granted for an event that does not comply with this Ordinance.
- iii. City staff will inspect the Event 24 hours prior to the event to confirm the applicant's compliance with the applicant's submitted written plan. If the event is not set up in conformance or the requirements of the law are not met, the City Administrator will suspend the permit and submit the matter to the City Council.
- iv. The permit may be revoked by the City Council at any time after notice and opportunity to be heard is provided to the permittee, contact person or property owner if;
  - a. Any of the conditions necessary for the issuing of or contained in the permit are not complied with, or if any conditions previously met ceases to be complied with; or
  - b. Any condition previously met ceases to be complied with; or
  - c. Any other provision of this ordinance is violated; or
  - d. Any of the information supplied in the application for license or accompanying documentation is false or misleading.

If the City Council finds that the permittee or the permittee's agents knowingly violated the terms and conditions upon which a license was granted, the City Council shall have the authority to impose a revocation period of up to 3 years upon

the permittee. During this revocation period, the permittee shall be ineligible to obtain an Event permit under this ordinance.

If during the course of the Event for which a permit has been granted hereunder it appears in the judgement of the Foley Police Department that there exists an imminent danger of the outbreak of violence, riot or other calamity, or if there are threats or acts of terrorism, threatening the physical health or safety of those in attendance at the assembly, or residents of the community in which the assembly is held, the Police Chief shall be empowered to take whatever action they deem necessary. Any such suspension by the Police Chief shall be effective immediately and a hearing thereon shall be held before the City Council at the earliest opportunity. In the event the City Council deems such suspension improper, the permit shall be reinstated, or the permit application fee refunded, whichever action the licensee requests.

F) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

G) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City shall notify the applicant of the standards not met and basis for denial.

H) Temporary cannabis events shall not be held at public parks or located within residential districts within the City.

I) Temporary cannabis events shall only be held between the hours of 10 a.m. and 10 p.m.

Subd. 4. Operation

A) No tobacco or alcohol shall be allowed at the Event.

B) No camping is allowed at the Event.

C) Retailers shall remove the cannabis product, cannabis concentrate, immature cannabis plants and seedlings, cannabis flower, lower-potency hemp edibles, hemp derived consumer products, and other products authorized by law to a consumer and not for the purpose of resale in any form each day after the close of the Event for the day.

D) The permittee and permittee's agents shall maintain the assembly premises and facilities in a clean, orderly and sanitary condition at all times. The permittee shall

be responsible for leaving the premises in a clean, orderly and sanitary condition after the conclusion of the Event.

E) No animals shall be permitted on any grounds or facilities except for service animals as provided in Minn. Stat. Ch. 363A. and police dogs under the supervision of licensed peace officers while on duty.

F) No fires of any kind shall be permitted on the premises or facilities.

G) The Event site shall be enclosed by a fence or barrier (sufficient to prevent ingress or egress except at established gates) completely enclosing the proposed location of sufficient height and strength to prevent people in excess of the maximum permissible number from gaining access to the Event grounds, which shall have sufficient entrances and exits to allow easy movement into and out of the Event grounds and provide traffic control onto established public road systems.

H) No onsite consumption is allowed.

I) Potable water, meeting all federal and state requirements for sanitary quality, sufficient to provide drinking water for the maximum number of people to be gathered at the rate of at least one gallon per person per day.

J) The site shall contain no less than four separate enclosed toilets meeting all state and local specifications, conveniently located throughout the grounds, sufficient to provide facilities for the maximum number of people to be gathered, in accordance with the Minnesota State Board of Health Regulations and Standards. At least two toilets shall be handicap accessible. Based on attendance estimates, the City may require additional facilities.

K) The applicant shall maintain the premises in a neat and orderly manner and shall provide a sanitary method of disposing of solid waste which shall comply with all applicable ordinances and statutes. The method of disposal shall be designed to be of sufficient size to contain the solid waste production of the maximum number of people to be gathered. The applicant shall submit a written plan to the City for holding, collecting, and removal of all such waste by a licensed hauler at least once each day of the Event, and sufficient trash containers and personnel to perform these tasks. The City shall retain the right to increase the Permitted Premises' solid waste disposal capacity requirement as deemed appropriate. In addition, the applicant shall provide recycling containers for recyclable materials that may be generated at the event.

L) The applicant shall provide emergency medical services throughout the hours of the event. A written emergency medical plan is required to address emergency or significant medical problems. The plan should include the name of the health

service provider, licensing information and the number of facilities with a listing of emergency equipment on site. Local hospitals and ambulance services shall be notified of the event in writing at least 30 days in advance with the number of estimated attendees. At a minimum, the site shall contain a covered structure, which may include a tent or trailer, attended by at least one medical personnel. The tent shall be heated and/or air conditioned. The tent shall have at least one defibrillator. The medical services plan shall be reviewed by City, and the applicant shall amend the medical services plan in accordance with the City Administrator's recommendations.

M) A free off-road parking area sufficient to provide parking space for the maximum number of people to be gathered at the rate of at least one parking space for every four persons shall be available at the site.

N) If a roadway will be used for more that ingress or egress to the Event and there will be an anticipated disruption in traffic which may include a partial closure or full closure of a public right-of-way, applicant will be required to obtain permission from the proper right-of-way authority for use of the public right of way in accordance to Minnesota Statutes and regulations and ordinances. Applicant will be required to submit to the City Council a resolution adopted by the proper right-of-way authority or, when required, a permit from the proper right-of-way authority.

O) All security personnel hired or contracted for shall be at least 21 years of age and present on the licensed event premises at all times that cannabis plants, adult-use cannabis flower, adult-use cannabis products, lower- potency hemp edibles, or hemp-derived consumer products are available for sale or consumption of adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products is allowed. The security personnel shall not consume cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products for at least 24 hours before the event or during the event.

P) Security and traffic controls which will meet the requirements of local authorities and the Minnesota Department of Public Safety. Such controls shall be approved by the Foley Police Department.

Q) An applicant may be required to increase the amount of licensed security personnel if the Police Chief recommends an increase in personnel.

R) Telephone service shall be available to medical and security personnel at the Event site to enable these persons to contact the appropriate authorities in case of an emergency.

S) The licensee shall provide fire alarms, extinguishing devices and fire lanes sufficient to meet all applicable state and local regulations which are in effect or may be set forth by the City; and sufficient emergency personnel to efficiently operate the required equipment will be provided by the sponsor (compliance will be determined by the Foley Fire Department fire chief). Applicant shall notify the fire chief of the Event 30 days prior to the event;

T) All food service must comply with the requirements of the Minnesota Department of Health, law, rules, regulations, and ordinances as amended from time to time. At the time of inspection, a list of special event food and beverage stands operated in compliance with the Minnesota Food Code, as evidenced by a current license by the Minnesota Department of Health and liquor license shall be provided to City Staff;

U) At the time of inspection, a list of vendors who will be allowed to sell their products at the Event or who will be anticipated to participate at the Event and a description of those products shall be provided to City Staff;

V) All Event facilities, sanitary facilities, medical facilities, parking areas, fences and required safety equipment must be in place and ready for inspection at least 24 hours prior to the scheduled commencement of the Event. The site and facilities must be inspected by representatives of the City, Police Department, and Public Works Department prior to the commencement of the Event to insure that all requirements of this ordinance are complied with.

W) The Event site and facilities shall at all times be maintained in accordance with the permit provisions.

X) Any and all signs placed or erected in connection with the Event shall comply with the requirements of the City Code and other applicable law.

Y) All premises for which a permit has been granted shall at all times be open to inspection by the City to ensure compliance with the terms and conditions of any permit issued under this Ordinance. It is unlawful for any permittee, or any agent or employee to hinder or prevent any inspection.

Z) Applicant shall maintain adequate records verifying compliance with the requirements of this ordinance and shall make the records available for inspection upon request by City staff or representatives.

## **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 ADOPTING REGULATIONS FOR TEMPORARY CANNABIS EVENTS.**

The City of Foley adopted licensing and performance criteria for Temporary Cannabis Events. 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 \_\_\_\_\_, 2024.

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

ATTEST:

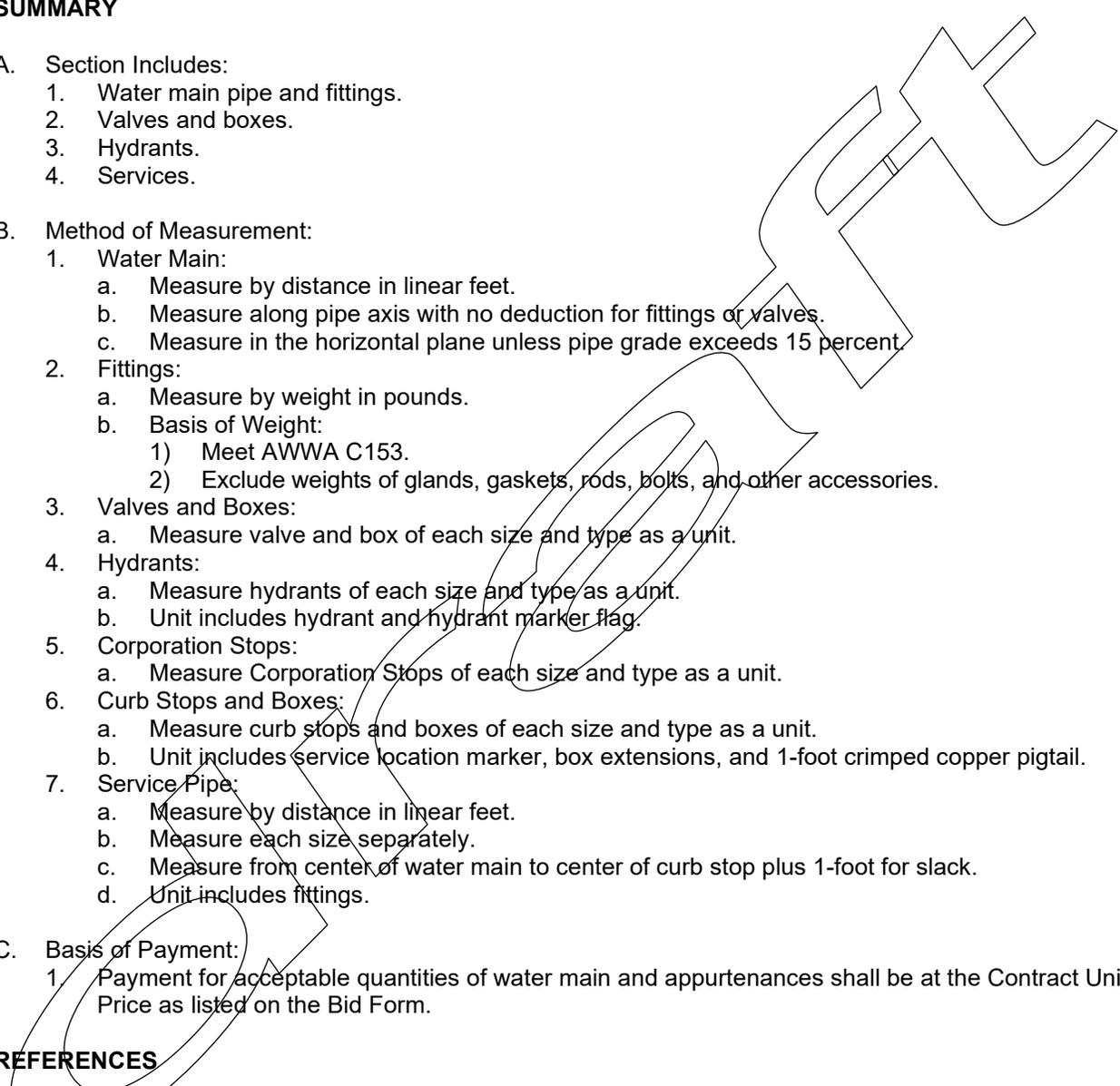
\_\_\_\_\_  
Sarah Brunn, City Administrator

## SECTION 33 11 00

### WATER DISTRIBUTION SYSTEMS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- 
- A. Section Includes:
1. Water main pipe and fittings.
  2. Valves and boxes.
  3. Hydrants.
  4. Services.
- B. Method of Measurement:
1. Water Main:
    - a. Measure by distance in linear feet.
    - b. Measure along pipe axis with no deduction for fittings or valves.
    - c. Measure in the horizontal plane unless pipe grade exceeds 15 percent.
  2. Fittings:
    - a. Measure by weight in pounds.
    - b. Basis of Weight:
      - 1) Meet AWWA C153.
      - 2) Exclude weights of glands, gaskets, rods, bolts, and other accessories.
  3. Valves and Boxes:
    - a. Measure valve and box of each size and type as a unit.
  4. Hydrants:
    - a. Measure hydrants of each size and type as a unit.
    - b. Unit includes hydrant and hydrant marker flag.
  5. Corporation Stops:
    - a. Measure Corporation Stops of each size and type as a unit.
  6. Curb Stops and Boxes:
    - a. Measure curb stops and boxes of each size and type as a unit.
    - b. Unit includes service location marker, box extensions, and 1-foot crimped copper pigtail.
  7. Service Pipe:
    - a. Measure by distance in linear feet.
    - b. Measure each size separately.
    - c. Measure from center of water main to center of curb stop plus 1-foot for slack.
    - d. Unit includes fittings.
- C. Basis of Payment:
1. Payment for acceptable quantities of water main and appurtenances shall be at the Contract Unit Price as listed on the Bid Form.

##### 1.02 REFERENCES

- A. ASTM:
1. A126 - Gray Iron Castings for Valves, Flanges, and Pipe Fittings
  2. A307 - Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
  3. A536 - Ductile Iron Castings
  4. A563 - Carbon and Alloy Steel Nuts
  5. B88 - Seamless Copper Water Tube
  6. B152 - Copper Sheet, Strip, Plate, Rolled Bar
  7. D429 - Tests for Rubber Adhesion to Rigid Surfaces
  8. D2842 - Test for Water Absorption of Rigid Cellular Materials
  9. D1248 - Polyethylene Plastics Extrusion Materials for Wire and Cable

10. D4417 - Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel

B. AWWA:

1. C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
2. C105 - Polyethylene Encasement for Ductile -Iron Pipe Systems
3. C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
4. C150 - Thickness Design of Ductile Iron Pipe
5. C151 - Ductile-Iron Pipe, Centrifugally Cast for Water or other Liquids
6. C153 - Ductile-Iron Compact Fittings for Water Service
7. C502 - Dry-Barrel Fire Hydrants
8. C504 - Rubber-Seated Butterfly Valves
9. C509 - Resilient-Seated Gate Valves for Water Supply Service
10. C515 - Reduced-Wall, Resilient-Seated Gate Valves, for Water Supply Service
11. C600 - Installation of Ductile Iron Water Mains and their Appurtenances

C. NSF/ANSI:

1. 61 - Drinking Water System Components – Health Effects
2. 372 - Drinking Water System Components – Lead Content

**1.03 SUBMITTALS**

- A. Submit Certificate of Compliance for products listed under Article 1.04.
- B. Submit proposed method of joint conductivity.

**1.04 QUALITY ASSURANCE**

- A. Provide Certificates of Compliance from the manufacturer certifying that the following products meet the respective requirements listed in Article 1.02.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery:
  1. All materials delivered to the City between August 1, 2025 and September 30, 2025.
- B. Inspection:
  1. Inspect all pipe and products during the unloading process.
  2. Notify Engineer of any cracked, flawed or otherwise defective products.
  3. Remove all products found to be defective by the Engineer from the Site.
- C. Handling and Storage: Handling and storage of products shall be in accordance with AWWA C600.

**PART 2 PRODUCTS**

**2.01 WATER MAIN PIPE**

- A. Ductile Iron: AWWA C151.
  1. Cement-Mortar Lining: AWWA C104.
  2. Thickness Class:
    - a. 8-inch and smaller: 52.
    - b. 10-inch and larger: 50.
  3. Joints: Push-On.
  4. Joint Conductivity:
    - a. Conductive gaskets as manufactured by American Ductile Iron Pipe Co.
    - b. Field Application Methods:
      - 1) Burndy - Thermoweld by Burndy Corp., Norwalk, Connecticut.
      - 2) Cadweld by Erico Products Co., Cleveland, Ohio.

- c. Copper Jumpers:
  - 1) Minimum 1/16 inch by 1/2 inch wide flat copper strip.
  - 2) Annealed round copper wire conforming to ASTM B152, Type DHP.
- d. Nuts and Bolts: Silicon Bronze.
- 5. External coating:
  - a. Standard: Asphalt

## 2.02 FITTINGS

- A. Ductile Iron: AWWA C153.
- B. Cement-Mortar Lining: AWWA C104.
- C. Finish:
  - 1. Protective coatings: (epoxy or metallic zinc)
    - a. Fusion-bonded epoxy coating:
      - 1) AWWA C116.
      - 2) Exterior and interior surfaces.
      - 3) Thickness: 6-8 mils.
    - b. Metallic zinc:
      - 1) Surface preparation per NAF 500 specifications.
      - 2) Sprayed in accordance with ISO 8179-1.
      - 3) Minimum active inner layer of 200 grams/m<sup>2</sup>.
      - 4) Outside bells and flanges painted silver.
- D. Joints: Mechanical with ASTM A307 and A563 Carbon Steel, Cor-Blue bolts and nuts as manufactured by Birmingham Fastener.

## 2.03 VALVES AND BOXES

- A. Gate Valves:
  - 1. Resilient Seated: AWWA C509 **OR** C515.
  - 2. Working Pressure: 200 psi.
  - 3. Ends: Mechanical Joint with ASTM A307 and A563 Carbon Steel, Cor-Blue bolts and nuts as manufactured by Birmingham Fastener.
  - 4. Wedge: Ductile Iron, complete rubber encapsulated.
  - 5. Operating Stem: Non-Rising with O-ring Seals.
  - 6. Operating Nut: 2 inch Square, Open Left.
  - 7. Markings to be cast on the bonnet or body:
    - a. Open indicating arrow.
    - b. Manufacturer's name.
    - c. Pressure rating.
    - d. Year of manufacture.
    - e. Size.
  - 8. Finish:
    - a. Fusion-bonded epoxy coating complying with AWWA C550.
    - b. Interior and exterior surfaces.
- B. Boxes:
  - 1. Cast Iron, 5-1/4 inch shaft.
  - 2. Vertical, 3 piece, Buffalo type.
  - 3. Box length to provide for 8 feet of pipe cover.
  - 4. Adjustable to 6 inches up or down from standard box length.
  - 5. Tyler/Union 6860 series with number 6 base, or equal.
  - 6. Drop lids:
    - a. 5-1/4 inch.
    - b. Marked "Water."
  - 7. Adaptor: Adaptor Inc. Valve Box Adaptor II, or equal.

## 2.04 HYDRANTS

- A. Dry Barrel: AWWA C502.
- B. Waterous Pacer WB67 or equal.
- C. Hose Connections: 2 each at 2-1/2 inch diameter.
- D. Steamer Connection: 1 each at 4-1/2 inch diameter.
- E. Threads: Minneapolis (Verify with Owner)
- F. Operating Stem: Open Left with O-ring Seals.
- G. Traffic flange.
- H. Hub: 6-inch Mechanical Joint with ASTM A307 and A563 Carbon Steel bolts and nuts.
- I. Main Valve Opening: 5 inch diameter.
- J. Barrel Diameter: 5 inch.
- K. Drain to operate only when hydrant is closed.
- L. Provide "No-Drain Pump After Use" aluminum tag for no-drain applications.
- M. Bury Depth: 8.5 feet (ground to bottom of hub).
- N. Minimum Nozzle Height (from flange): 16 OR 24 inches.
- O. Cap Nuts: Pentagon.
- P. Color: City of Foley Standards.
  - 1. Repaint by hand-brush with owner approved paint after installation.
- Q. Provide permanent markings which indicate:
  - 1. Manufacturer's name.
  - 2. Year of manufacture.
  - 3. Bury depth.
- R. Accessories:
  - 1. Hydrant flags:
    - a. RoDon Hydra-Finder or equal.
    - b. Color: Red.
    - c. Polyurethane hinge.
    - d. Length: 5 feet.

## 2.05 SERVICE PIPE

- A. Copper: ASTM B88.
  - 1. Type: K, Soft.

## 2.06 CORPORATION STOPS

- A. Type: AY McDonald 74701B, Ford FB600-x-NL, Mueller B-25000N, or equal.
  - 1. Inlet: AWWA taper thread.
  - 2. Outlet: Copper flare straight connection.

## 2.07 CURB STOPS AND BOXES

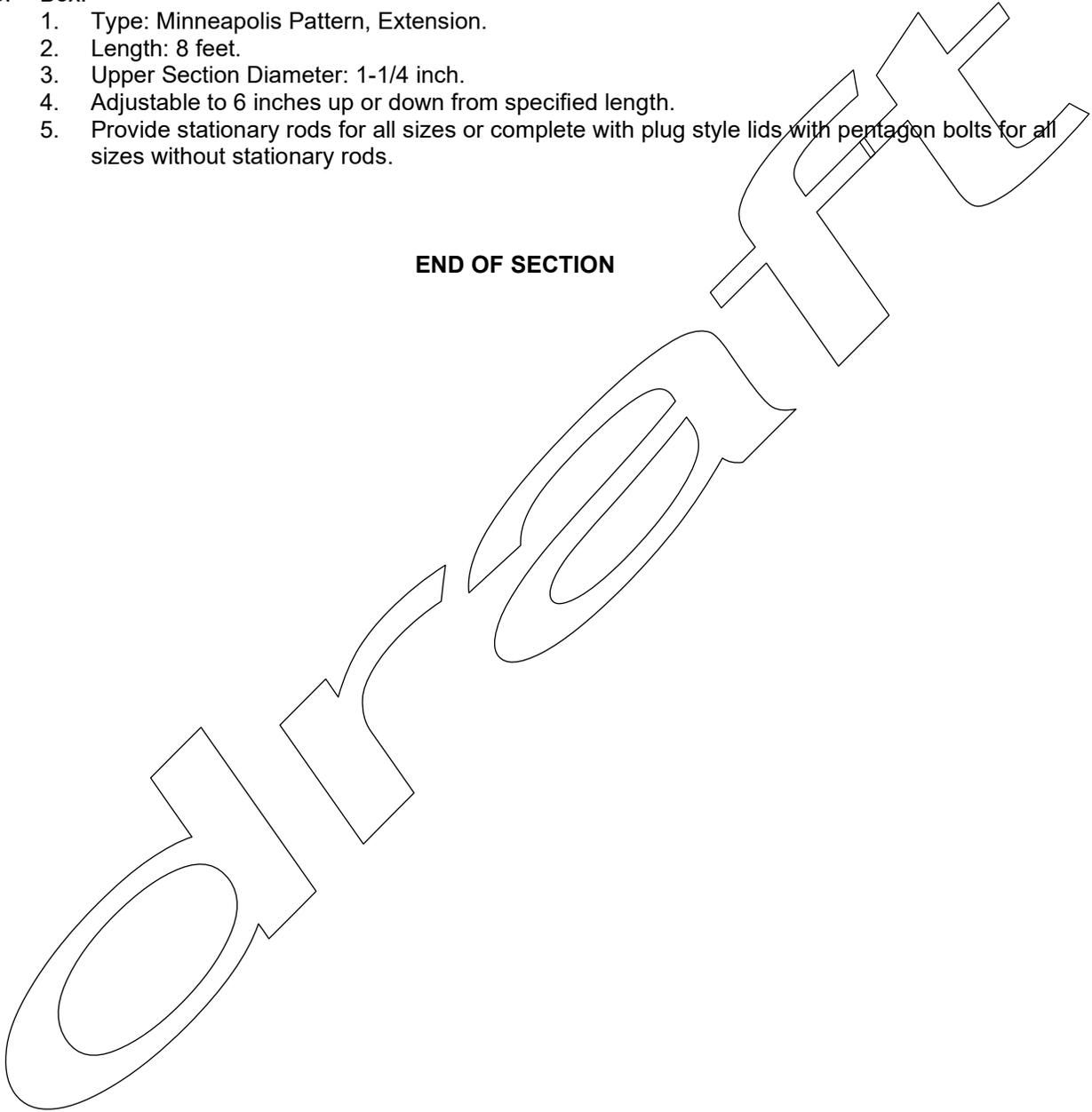
### A. Valve:

1. Type: AY McDonald 76104, Ford B22-xxxM-NL, Mueller B25154N, or equal.
  - a. Inlet: Copper Service Thread.
  - b. Outlet: Copper Service Thread.

### B. Box:

1. Type: Minneapolis Pattern, Extension.
2. Length: 8 feet.
3. Upper Section Diameter: 1-1/4 inch.
4. Adjustable to 6 inches up or down from specified length.
5. Provide stationary rods for all sizes or complete with plug style lids with pentagon bolts for all sizes without stationary rods.

**END OF SECTION**



## SECTION 33 31 00

### SANITARY SEWER SYSTEMS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Gravity sanitary sewer pipe.
  - 2. Service connections.
  - 3. Service pipe.
- B. Method of Measurement:
  - 1. Sewer Pipe:
    - a. Measure by distance in linear feet.
    - b. Measure along longitudinal axis from manhole centers with no deduction for fittings.
    - c. Measure each pipe size, class, and depth zone separately.
  - 2. Service Connections: Measure fittings of each size and type as a unit.
  - 3. Service Pipe:
    - a. Measure by distance in linear feet of each size.
    - b. Measure horizontally from end of riser fitting to end of pipe.
- C. Basis of Payment:
  - 1. Payment for acceptable quantities of sanitary sewer items shall be at the Contract Unit Price as listed on the Bid Form.

##### 1.02 REFERENCES

- A. ANSI:
  - 1. A21.4 - Standard for Cement - Mortar Lining for Ductile Iron Pipe and Fittings
  - 2. A21.11 - Standard for Rubber - Gasket Joints for Ductile Iron Pressure Pipe and Fittings
  - 3. A21.51 - Standard for Ductile Iron Pipe Centrifugally Cast
  - 4. A21.53 - Standard for Ductile Iron Compact Fittings, 3-inch through 16-inch
- B. ASTM:
  - 1. A48 - Specification for Gray Iron Castings
  - 2. A74 - Specification for Cast Iron Soil Pipe and Fittings
  - 3. C76 - Specification for Reinforced Concrete Pipe
  - 4. C361 - Specification for Reinforced Concrete Low Head Pressure Pipe
  - 5. C425 - Specification for Compression Joints for VCP and Fittings
  - 6. C478 - Specification for Precast Reinforced Concrete Manhole
  - 7. C564 - Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings
  - 8. D2321 - Recommended Practice for Installation of Flexible Thermo-plastic Sewer Pipe
  - 9. D3034 - Specification for PVC Sewer Pipe and Fittings
  - 10. F477 - Elastomeric Seals for Joining Plastic Pipe
  - 11. F714 - Specification for PE Sewer Pipe and Fittings

##### 1.03 SUBMITTALS

- A. Quality Assurance/Control Submittals:
  - 1. Submit Certificates of Compliance from manufacturers certifying that materials meet reference specifications listed in Article 1.02.

**1.04 HANDLING AND DELIVERY OF MATERIALS**

- A. Delivery:
  - 1. All materials delivered to the City between August 1, 2025 and September 30, 2025.
- B. Inspection:
  - 1. Inspect pipe and materials during unloading process.
  - 2. Notify Engineer of cracked, flawed or otherwise defective material.
  - 3. Remove all products found to be defective by the Engineer.

**PART 2 PRODUCTS**

**2.01 PIPE AND FITTINGS**

- A. Provide the following:

Material	Class	Joint
PVC	SDR 35 ASTM D3034 ASTM F477	Elastomeric Gasket Water Stop Gasket

- B. Provide pipe and fittings of each material type from same manufacturer.
- C. Service Pipe Couplings:
  - 1. Dissimilar Pipe Material Connection:
    - a. Fernco, Inc., 1-piece eccentric series, or approved equal.
  - 2. PVC to PVC Connection:
    - a. PVC Stop or Repair Coupling, Gasket by gasket joint.

**END OF SECTION**



2025 SOUTHSIDE DEVELOPMENT  
 FOLEY, MN  
 SEH NO. FOLEY 177600

11/24/2024

**OPINION OF PROBABLE MATERIAL COST**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PROJECT
<b>WATER MAIN</b>					
1	HYDRANT	EACH	5.00	\$6,000.00	\$30,000.00
2	6" GATE VALVE AND BOX	EACH	5.00	\$2,000.00	\$10,000.00
3	8" GATE VALVE AND BOX	EACH	4.00	\$2,500.00	\$10,000.00
4	6" WATER MAIN - DUCTILE IRON CL 52	LIN FT	110.00	\$30.00	\$3,300.00
5	8" WATER MAIN - DUCTILE IRON CL 52	LIN FT	3,360.00	\$42.00	\$141,120.00
6	FITTINGS	POUND	1,414.00	\$12.00	\$16,968.00
7	1" CORPORATION	EACH	55.00	\$325.00	\$17,875.00
8	1" CURB STOP	EACH	55.00	\$120.00	\$6,600.00
9	1" COPPER WATER SERVICE	LIN FT	1,622.00	\$20.00	\$32,440.00
<b>SUBTOTAL WATER MAIN MATERIALS</b>					<b>\$268,303.00</b>
<b>SANITARY SEWER</b>					
10	4" PVC SANITARY SEWER (SDR 26)	LIN FT	1,690.00	\$4.50	\$7,605.00
11	8" PVC SANITARY SEWER (SDR 35)	LIN FT	2,200.00	\$12.50	\$27,500.00
12	8" X 4" PVC SERVICE WYE (SDR 26)	EACH	55.00	\$280.00	\$15,400.00
<b>SUBTOTAL SANITARY SEWER MATERIALS</b>					<b>\$50,505.00</b>
<b>SUMMARY</b>					
<b>TOTAL MATERIALS</b>					<b>\$318,808.00</b>



# Foley Police Department

## Calls for Service - 2024

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	10	31	22	33	18	38	35	29	28	28	23		295
Equipment Vio.	56	43	37	46	36	67	58	55	34	43	45		520
Speed	19	22	14	40	31	36	46	51	24	28	21		332
DWI/DUI	2	0	1	1	3	3	1	0	1	2	1		15
DAR/S/C	3	6	8	2	1	4	6	1	1	6	5		43
# Citations Issued	*7	*8	*12	*5	*2	*10	*14	*13	*4	*10	*14		
Accidents	0	2	3	2	4	5	1	3	2	3	9		34
Hit and Run	1	3	0	1	0	1	0	0	2	1	1		10
Gas Drive Offs	4	1	4	1	4	3	1	0	0	0	0		18
Thefts	7	5	6	5	5	6	2	3	5	7	2		53
Child	12	14	6	11	14	11	3	5	19	8	18		121
Controlled Substance	0	1	0	0	0	0	0	0	1	0	1		3
Suspicious Activity	36	41	39	47	51	40	38	43	45	42	39		461
Burglaries/Robbery	1	0	1	0	0	0	0	0	0	1	0		3
Medicals/Welfare	26	32	24	26	18	29	23	20	28	26	28		280
Assaults/Domestics	7	8	10	4	6	7	6	1	7	1	1		58
Harassment	7	6	11	3	15	6	4	10	9	8	9		88
CDP/Vandalism	1	0	1	0	6	0	0	1	0	0	1		10
Animal Complaints	10	12	20	18	16	17	12	10	14	28	7		164
City Ordinance	3	1	3	16	3	49	20	4	14	9	2		124
Parking Tickets	14	22	32	4	1	2	2	0	0	2	34		113
Disturbing the Peace	11	19	5	7	3	7	13	7	10	4	2		88
Gun Permits	5	6	2	2	0	0	5	4	3	5	3		35
Warrant Arrests	0	1	5	4	2	0	1	0	0	0	0		13
Civil	6	1	3	6	8	5	2	2	8	6	0		47
Lockout	4	0	2	1	2	1	4	1	3	5	2		25
Assist other Agencies	26	21	23	18	29	12	22	33	15	20	25		244
Special Events	1	3	6	11	9	5	1	3	1	6	2		48
Misc.	92	77	108	73	127	72	89	103	91	77	67		976
TZD Hours	0 Hours	5 HRS	0 Hours	17.5 HRS	7.75 HRS	4 Hrs	5 Hours	7 Hours	5 Hours	6 Hours	4.5 Hours		
<b>Total:</b>	<b>364</b>	<b>378</b>	<b>396</b>	<b>382</b>	<b>412</b>	<b>426</b>	<b>395</b>	<b>390</b>	<b>364</b>	<b>367</b>	<b>347</b>		<b>4221</b>

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

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2024-27

A RESOLUTION APPROVING THE 2024 TAX LEVY,  
COLLECTABLE IN 2025

BE IT RESOLVED, by the City Council of the City of Foley, County of Benton, Minnesota, that the following sums of money are to be levied for the current year, collectable in 2025, upon the taxable property in the City of Foley, for the following purposes:

General Fund	\$ 1,621,598.00
Fire Department	125,400.00
Swimming Pool	56,080.00
2020 Refunding (2008 & 2011)	
Improvement Bond	252,000.00
2015 Improvement Bond	34,000.00
2018 Improvement Bond	184,208.00
<u>EDA Fund</u>	<u>139,756.00</u>
Total Budget	\$ 2,413,042.00
Less Local Gov't Aid	952,526.00
Total Levy	\$ 1,460,516.00

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Benton County, Minnesota.

Passed and adopted by unanimous vote of the Foley City Council, this 3<sup>rd</sup> day of September, 2024.

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

ATTEST:

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

**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 12-03-24 –COUNCIL MEETING  
**DATE:** NOVEMBER 26, 2024

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### Consent Agenda

The County Road 43 agreement is for the 2025 Improvements and specifies the arrangement of the county portion of the construction project. This is very similar the same agreements we had when Dewey Street and 4<sup>th</sup> Avenue N were done. We have addressed all staff concerns and are ready to move approval of this item.

The police contract has been voted on and approved by the union. Changes are outlined in red. This contract is being recommended for approval by the personnel committee.

I've attached a few updates to the personnel policy based on the union contract and to add the department head meeting stipend that for whatever reason wasn't in the policy before.

The fire department is also recommending approval of new fire department officers – a letter from the Chief is in the packet.

### Winter Sewer Rate Ordinance

Staff recommends a change of using an average of the months of January, February, March & April to determine the winter sewer lock rate which will be in effect for the months of May, June, July and August. We have also removed the language which indicates lower of the two.

### Fee Schedule

The fee ordinance, schedule and public hearing is presented in your packet. Notable changes include a 10% increase in water fees and 5% increase in sewer fees. Here are the latest projections with water and sewer revenues as of 11/26/24:

	YTD Water Sales:		YTD Sewer Sales:
<b>Actual:</b>	\$ 395,769		\$ 1,248,022
<b>Budget:</b>	\$ 582,000		\$ 1,601,875
<b>Difference:</b>	\$ 186,231		\$ 353,853
<b>Percentage:</b>	68.00%		77.91%

I anticipate sewer revenues to end up around 10-12% below budget at the end of the year. We were able to make up some ground with September usage being higher than typical (due to warm, dry weather) and the winter sewer rate **NOT** in effect.

Water rates are also sluggish overall this year and likely to end at 15-18% below budget - another reason we should look at a more aggressive increase.

Both funds do have a substantial amount of committed revenues for the 2025 Northside Improvement Project so we will need to continue to monitor. We could also benefit from a rate study to help us plan for the coming years.

### **Cannabis Ordinance**

We have provided a joint powers agreement and temporary cannabis events ordinance in your packet for consideration. An ordinance must be adopted prior to 2025.

### **ARPA Funding**

Staff is recommending moving forward with a bid process to procure water and sewer pipe for future housing development. The process would involve soliciting for bids and then awarding a bid at a special meeting on either Friday, December 20<sup>th</sup> or Monday, December 23<sup>rd</sup>. Details on the procurement are in your packet. We have specifically outlined materials that are standard and could be utilized on the southside or in other potential areas. The bid specifications also identify delivery of the materials to be next year August/September to allow us time to make further plans. The materials could be stored at a city location as well if they are not ready to be used in time. The attorney can provide comment at the meeting regarding the allocation of county vs. city ARPA funds at the meeting.

### **Final Budget/TNT**

We will need to hold the public hearing no earlier than 6pm prior to adopting the final budget. I have included the projected tax levies resolution in your packet – we are still at the same preliminary levy as we adopted in September. If council has any additional questions or wants additional detail, please contact myself or Monica prior to the meeting.

### **Upcoming Reminders:**

**November 28 & 29, 2024 – City Hall Closed - Holidays**

**December 3, 2024 – Council Meeting/TNT Budget Hearing**

**December 4, 2025 – Wastewater Social @ Stone Creek Golf Course (4-7pm)**

**December 20/23 – Tentative Special Meeting – TBD**

**December 24, 2024 – City Hall Closes @ 11:30am**

**December 25, 2024 – City Hall Closed – Holiday**

**January 1, 2025 – City Hall Closed - Holiday**