



**City Council – Meeting Agenda
May 2, 2017 – 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 April 18, 2017.
 - Adopt Resolution #2017-11 – Local Board of Review Transfer Agreement
 - Approve Hildi Inc. Actuarial Contract.
 - Approve payment of bills.
5. Update on Bentonwood II – Sophia Rigelman - Homeline
6. Dewey Street/2nd & 3rd Ave Feasibility Study – Jon Halter
 - Discussion on Dewey Street Turnback
7. Mayor’s Comments & Open Forum.
8. Department Reports:
 - Police Department –Katie McMillin
 - City Attorney – Adam Ripple – Not Present
 - City Engineer – Jon Halter
 - Public Works – Mark Pappenfus
 - Administration – Sarah Brunn
9. Old Business
10. New Business
11. Discussion on Broadway land sale.
11. Adjourn

CITY OF FOLEY, MINNESOTA
REGULAR CITY COUNCIL MEETING – April 18, 2017

The Foley City Council held a regular meeting on April 4, 2017, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Kris du'Monceaux, Gary Swanson.

Members Absent: Councilmember Brian Weis

Motion by du'Monceaux, seconded by Swanson, to approve the agenda. Motion carried, unanimous.

Consent Agenda

Motion by Gondeck, seconded by du'Monceaux, to approve the consent agenda, which included the following:

- Approve minutes of April 4, 2017.
- Approve Resolution #2017-10 Accepting Donation
- Approve payment of bills paid for by checks #49581-#49609.

Motion carried, unanimous.

Discussion on DEED – Minnesota Investment Fund application

Brunn updated the council on a request for the city to apply for a loan through MN Deed MIF (Minnesota Investment Fund). An existing business in town is considering expansion. Brunn overviewed the MIF process and how at the end of the loan the city retains a portion of the payback in a revolving loan fund. Brunn also presented a contract to have Northland Securities assist the city in conducting the financial review for this project. The cost of the contract is not to exceed \$3,000. Motion by du'Monceaux, seconded by Gondeck, to approve the Northland contract and proceed with moving forward on the application. Motion carried, unanimous.

Open Forum

No one spoke.

Discussion on 320 Broadway Ave N – Land Sale

Brunn updated the council on the latest on the land sale. The city is waiting for a response from the developer.

Other Business

The council discussed a letter received from Housing Justice Center regarding Bentonwood II Apartments losing their subsidized rental program. The council expressed concerns with the lack of affordable housing. There was discussion on various housing options in the city. Staff will reach out to various entities to gather more information.

Motion by Gondeck, seconded by du'Moncaux, to adjourn at 5:49 p.m. Motion carried, unanimous.

Sarah A. Brunn, Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017 - 11

A RESOLUTION APPROVING LOCAL BOARD OF REVIEW TRANSFER AGREEMENT

WHEREAS, the City of Foley has the option of transferring its power and duties of a local board of review to the county board;

WHEREAS, the transfer may be permanent or for a specified number of years, but not less than three years;

WHEREAS, the City Council agrees to make this transfer for a period of three years beginning in 2018;

WHEREAS, Exhibit A contains an agreement outlining the transfer;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Benton County, Minnesota, adopts this resolution approving Exhibit A which approves the transfer for a period of three years.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 2nd day of May, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

EXHIBIT A

NOTICE IS HEREBY GIVEN that the City of Foley in Benton County, Minnesota, has opted to transfer its power and duties to the County and no longer chooses to perform the function of a local board of review. This agreement to transfer said duties is effective for the following assessment year and shall be considered permanent for a minimum period of three (3) years.

As a condition of this transfer, the County shall make available to those taxpayers within the City of Foley, a procedure for a review of their assessments, including but not limited to, an open book meeting. The County Assessor will notify taxpayers of the dates, places, and times for this review through notices of assessment. The County Assessors will be allowed to make changes during the alternative review option time until the adjournment of the County Board of Equalization.

The City of Foley may renew its option to transfer if this agreement is not permanent.

Given under my hand this 2nd day of May, 2017.

City of Foley

Council Members, please sign below.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated April 26, 2017 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and the City of Foley with offices located at 251 4th Avenue N P.O. Box 709, Foley, MN 56329 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or

obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall

reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Sarah Brunn & Mr. Bryan Moshier
City Administrator & Treasurer
City of Foley
251 4th Avenue N P.O. Box 709
Foley, MN 56329

If to Consultant: Hildi Inc.
11800 Singletree Lane
Suite 305
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Foley

Consultant: Hildi Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: President

Date: _____

Date: _____

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	TBD	TBD

Base Fees

The approximate budget for Hildi Inc. consulting services is as follows:

- GASB 67&68 Actuarial Valuation (Base Year): \$2,100
- GASB 67&68 Actuarial Valuation (Projection Year): \$1,000

These Base Actuarial Fees include the following:

- An Actuarial Report including all information required by GASB Statement 67&68 for the Relief Association pension plan. Hildi Inc. will provide an electronic copy.
- Availability via conference call to discuss the results and answer questions.
- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

The term of the Agreement for Consulting Services is for the January 1, 2017 GASB 67&68 actuarial valuation and a roll-forward valuation for the following year. The Base Year valuation can be used for the plan (Relief Association) disclosure cycle ending December 31, 2016 and the plan sponsor (city) disclosure cycle ending December 31, 2017. The Projection Year report can be used for the Relief Association disclosure cycle ending December 31, 2017 and the City disclosure cycle ending December 31, 2018.

All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation (if applicable). Additional charges may occur if there is out of scope work due to inaccurate or insufficient data provided by the Company, changes in funding or investment policy, changes to plan provisions, or proportionate share calculations.

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated April 26, 2017.

Company: City of Foley

Consultant: Hildi Inc.

(Authorized Signature)

(Authorized Signature)

(Date)

(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

Bills List - May 2, 2017

Gross Salaries	Payroll - 4/28/17	\$	21,000.56
EFTPS	Federal Withholding	\$	4,510.78
MN Dept of Revenue	State Withholding	\$	889.84
State Treas. PERA	PERA	\$	3,659.97
Nationwide	Deferred Comp	\$	620.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	85.00
MN PEA Union	Union Dues	\$	39.00

Already Paid - 5/2/17

USable Life	Employee Life Insurance	\$	275.50
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To Be Paid - 5/2/17

AllSpec Services	Inspection Fees	\$	5,412.15
Auto Value	FD Supplies, Repairs & Maint	\$	469.79
Benton County News	Publications	\$	1,100.75
Benton Trophy & Awards	FD Name Plates	\$	103.45
Dirtworks 2000	Rolling Compost	\$	605.00
Emergency Response Solutions	FD Supplies	\$	173.58
F.I.R.E.	FD Grain Bin Training	\$	1,300.00
Foley Fuel & Lumber	Park & General Repair Supplies	\$	56.96
Foley Hardware & Appliance	Park, Well, Shop Supplies	\$	317.86
G&K Services	Uniforms & Mats	\$	218.22
Granite Eletronics	FD Batteries	\$	120.00
Hawkins	Water Chemicals	\$	1,191.22
Integra	Phone System	\$	856.61
Jim Moshier	Snow Truck Hours	\$	427.00
Marco	Copy Contract	\$	459.25
Mimbach Fleet	Park Maint	\$	101.98
MN Rural Water Association	Membership Dues	\$	250.00
Murphy Chevrolet	PD Squad Car Repair	\$	151.75
Napa Auto Parts	Volvo Repair	\$	3.96
Nuss Truck & Equipment	Street & Volvo Repair	\$	185.34
PQL	Light Bulbs	\$	506.89
Quality Flow Systems	Pump Repair	\$	3,140.00
Sam's Club	Membership Dues	\$	495.00
Short Elliot Hendrickson	General & Sewer Engineering	\$	5,598.78
Staples	Office Supplies	\$	188.61
Thomas Tool & Supply	Grinder, Vice Grip, Supplies	\$	196.48
Tri-County Humane Society	Animal Surrendering	\$	25.00
Verizon	Cell Phones	\$	295.55
Xcel Energy	Utilities	\$	4,777.75

Additional To Be Paid - 5/2/17

	\$	-
	\$	59,809.58

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 05-02-17 COUNCIL MEETING
DATE: APRIL 27, 2017

Consent Agenda

Resolution #2017-11 addresses the transfer of the local board of review beginning in 2018. This was discussed at the April 18th meeting. The period of transfer will be for 3 years. At the end of the term the council can consider whether to extend or pull back authority.

A contract for actuarial services provided by Hildi Inc. is included in your packet. The need for this service is a result of changes to GASB (Governmental Accounting Standards Board) that occurred a couple years ago with the reporting of pension liabilities. We must hire an actuarial to perform calculations on fire relief data that can be analyzed and then incorporated into the city financial statements. A full report is due every other year with a scaled down version on the off years. This contract would be our 3rd year with this process. It's extremely important the city complies with the standards and completes this process. Failure to do so would have negative (material) impact on the city's financial statements.

Update on Bentonwood II -Sophia Rigleman – Homeline

Sophia Rigleman from Homeline has been working with the individuals from Bentonwood II regarding their loss of subsidized housing. She would like to provide an update to the council on their activities.

In addition, I have reached out the UDSA – Rural Development, Benton County and Representative Jim Newberger on this issue. Councilmember du'Monceaux has also been working with the individual residents as well.

Dewey Street/2nd & 3rd Ave Feasibility Study

City Engineer Jon Halter will re-present the Dewey Street feasibility at the meeting. The feasibility report is included in your packet. Staff is working on finalizing the agreement with the county for this project but would also like to have a discussion with the council on the county's request to turn back the road after construction.

Update on 320 Broadway Avenue N

I have received a counter offer on the property. I will discuss that with the council at the meeting.

Update on liquor licenses

Staff has mailed all current liquor license holders renewal information. This information is due in our office mid-May and will be presented to council on June 6th. All applicants must pay the

required fee, have a background check and provide liquor liability insurance as a contingency of approval.

Planning Commission Activities

The planning commission will have a few items on their agenda for the May 8th meeting. We received a variance application from 301 John Street for an accessory building setback variance with the construction of a new home. We also received a site plan from New Life Church for the construction of a fence around a playground structure. The planning commission will also be discussing accessory building sizes.

MIF Loan Application

Staff is working on the MIF loan application with a local business owner. We were hoping to initially bring it forward sometime in May but the business owner is still working on gathering information so that process will likely be delayed. I will update the council with information as it becomes available.

Road Improvement Financing

I have been working on the financing plan for the Dewey Street project and am meeting with bond counsel late next week. We are going to run a couple scenarios, one which includes adding Gopher Ave as a project in 2018, financed along with Dewey. The reconstruction of the road and utilities in that area (South Trailer Park) is a necessary component in the redevelopment. I will report my findings and recommendations to the council at a later date.

Upcoming Reminders

- Liquor licenses public hearing is scheduled for June 6, 2017.
- Foley Fun Days is June 19th – 21st!