



**City Council – Meeting Agenda
June 5, 2018 – 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.
 - Approve Encroachment Agreement with CFR, LLC.
 - Adopt Resolution #2018-16 Accepting Donation.
 - Approve payment of bills.
5. 2017 Audit Report – Schlenner & Wenner
6. Public Hearing – Annual Liquor License Renewals
 - On Sale Liquor: Mr. Jim's, Foley American Legion, and Stone Creek.
 - Sunday On Sale Liquor: Mr. Jim's, Foley American Legion, and Stone Creek.
 - Off Sale Liquor: Coborn's Liquor., Foley American Legion, and SuperSpirits.
 - Non-enclosed Premises On Sale Liquor: Foley American Legion and Mr. Jim's.
 - Temporary 3.2 percent malt liquor licenses:
 - Foley Lion's Club - June 18-20, 2018 for Foley Fun Days.
 - St. John's Church, 621 Dewey Street - July 22, 2018.
 - Foley Area Chamber – Oktoberfest – Lion's Park– September 22, 2018
7. Approve Annual Tobacco License Renewals
 - Brenny Oil
 - Casey's General Store
 - Coborn's
 - Coborn's Liquor
 - Little Dukes
 - Family Dollar
 - SuperAmerica
 - Super Spirits
 - Dollar General
8. Kenny Nadeau – Foley Area Smoke Alarm Campaign
9. 2018A Bond Sale for Dewey, 2nd, 3rd, Gopher, Broadway Project.
 - Approve Municipal Advisor Agreement with Northland Securities, Inc.
 - Adopt Resolution #2018-17 Calling for Sale of 2018A Improvement Bonds
10. Mayor's Comments & Open Forum.



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11. Department Reports:

- Police Department –Katie McMillin/Josh Lindgren
- City Engineer – Jon Halter
 - Discussion on 300 block of Birch Drive.
- Public Works – Mark Pappenfus
 - Discussion on public works loader.
- Administration – Sarah Brunn
 - Discussion on alley vacation at 610 Norman Avenue N – Set Public Hearing for July 10, 2018.
 - Discussion on Kampa Meadows drainage.
 - Discussion on Kampa Meadows Outlot.
 - Update on Foley Fun Days 2018.

12. Old Business

- Update on wastewater facility plan.
- Discussion on golf court lighting.
- Discussion on Hwy 23 Pedestrian Safety Improvements.

13. New Business

14. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – May 1, 2018

The Foley City Council held a regular meeting on May 1, 2018, at 5:30 p.m. at the Foley City Hall.

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

Members Absent: None

The pledge of allegiance was recited.

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

Consent Agenda

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

- Approve minutes of April 3, 2018.
- Approve minutes of April 9, 2019.
- Approve promotion of Josh Lindgren to full-time police officer effective May 1, 2018.
- Approve promotion of Josh Lindgren to Acting Police Chief in May/June of 2018.
- Approve hiring of Dylan Kleinsasser as temporary, full-time police officer effective June 17, 2018.
- Approve hiring of Assistant Pool Manager I, Amelia Winkelman.
- Approve hiring of Assistant Pool Manager II, Emma Brenny.
- Approve 2018 seasonal wage rates.
- Adopt Resolution #2018-14 Amending EFT Policy.
- Approve designation of Sarah A. Brunn, Monica Shaw and Sara Judson-Brown to authorize EFT payments/receipts.
- Approve payment of bills paid for by checks #50429 - #50502.

Motion carried, unanimous.

Liquor License Transfer – Mr. Jim's

Mayor Bettendorf recessed the regular city council meeting at 5:32pm to conduct the public hearing on the liquor license transfer application of Tammy DeMarais for Mr. Jim's. No one spoke. Mayor Bettendorf reconvened the regular city council meeting at 5:34pm. Motion by Swanson seconded by Gondeck to approve the license transfer. Motion carried, unanimous.

2018 Improvement Project – Dewey, 2nd, 3rd, Gopher & Broadway

City Engineer Jon Halter presented the bids that were received for the 2018 Improvements. Six total bids were received with the low bid being Kuechle Underground, Inc. The tabulation has been completed and staff is recommending council proceed with award. There was discussion on who will be handling the construction supervision and how unforeseen circumstances and cost items are handled throughout the project. Motion by Gondeck, seconded by du'Monceaux, to adopt Resolution #2018-15 Awarding the 2018 Street and Utility Improvements. Motion carried, unanimous.

130 Broadway Ave N Site Plan Review

The site plan for an addition to the property located at 130 Broadway Ave N was presented to the council for approval. The planning commission recommended approval with contingencies that the south side of the building have gutters installed and the Public Works Director approve the screening of the dumpsters located on the northeast parking lot. Motion by Gondeck, seconded by Kaster, to approve the site plan with the planning contingencies. Motion carried, unanimous.

Open Forum

Danielle Wallace, 160 Hill Avenue, was at the meeting with concerns regarding a shed which encroaches onto city right-of-way. Wallace presented pictures and had concerns regarding the safety of her children. Wallace has worked with city staff over the past year on finding a resolution. Staff indicated the shed was built on city right-of-way many years ago without city permission, and after Wallace purchased the home they realized it wasn't on their property. City Administrator Sarah Brunn indicated this item was to be presented to the city council under the administration department report later in the meeting. Brunn indicated staff recommendation is that the city have no part in removing the structure since they did not put it up and have no claim on the personal property, but could allow the Wallace's to remove it with a hold harmless agreement signed prior. Following removal of the shed, Wallace's can then apply for a permit to construct a fence on her property. Motion by du'Monceaux, seconded by Gondeck, to allow the Wallace family to remove the structure after a hold harmless agreement and building permit is approved. Motion carried, unanimous.

Alisha Schreifels, 140 3rd Avenue, was at the meeting with questions on the upcoming road project. There was discussion on where to park, process of water and sewer replacement, and assessment process. City Engineer Jon Halter indicated a newsletter would be mailed later in the week with many of the details. Halter continued that contractors make every attempt to maintain access to properties throughout the project. There was also discussion on the private lateral sewer work that many of the properties are required to have done to maintain their compliance with the inflow and infiltration ordinance. Halter will also be sending out correspondence on this work to the affected property owners.

Robin Gondeck, 101 3rd Avenue, questioned why the assessment amount on each property is different. Halter explained how the assessments are calculated based on front footage and square footage of the properties as determined by the city assessment policy. There was also discussion on the different options homeowners have to make service lateral repairs.

Alisha Schreifels, 140 3rd Avenue, reappeared to question driveway replacement.

Gerald Simon, 230 8th Avenue, questioned the proposed improvements to Highway 23 and the grant funds the city recently received. Simon commented the city should discuss with the state instead about making a trail from 7th Avenue, across Highway 23 and then onto county property to cross and connect with the school on Penn Street. Simon also indicated roustabouts and crosswalks in those locations do not work.

Robin Gondeck, 101 3rd Avenue, asked more detail on the order of construction, phasing and access.

Gerald Simon, 230 8th Avenue, reappeared to comment on the city's lack of sidewalk policies and why no sidewalk was put in on part of 4th Avenue South. Halter commented that the city

does put in sidewalks on at least one side of the road when possible, but in the case of 4th Avenue S could not because of the narrow right-of-way. City Administrator Sarah Brunn also indicated the city is working on improving sidewalk connections by making a connection on John Street with the city parking lot project and Broadway in front of the townhomes with the 2018 project.

Department Reports

Police Chief Katie McMillin updated the council on the monthly law enforcement report and also on the enforcement of the no-parking zone along Norman Avenue N. Gondeck questioned if TZD hours are available. McMillin indicated some are available but officers need to complete some required training before working them. McMillin also updated the council that the new squad car was damaged in transit and McMillin is working with Murphy Chevrolet on how to resolve that issue.

City Engineer Jon Halter updated the council on gas line replacement being done by Xcel Energy prior to the work starting on the 2018 project.

Public Works Director Mark Pappenfus indicated many trees will need to be removed for the project. Some replacement trees have been considered in the project budget. Pappenfus also presented cost estimates for adding street lights out in golf court. The council requested staff reach out to the developer to participate in the costs to put those lights in. Pappenfus indicated city staff is reviewing the condition of Birch Drive where the water main break occurred. They are working with the 2018 contractor on a price for a patch or some type of repair in that location. Pappenfus asked all councilmembers to stop out and review the location and will bring back more information at the next meeting. Pappenfus also requested council permission to limit the hours of the compost site as the city is having trouble with commercial dumping. The council directed staff to make any changes necessary to control the situation. Gondeck also questioned if more enforcement could be made with county residents using the facility.

City Administrator Sarah Brunn updated the council on activities of the administration department and also indicated that the city received grant funds to help with pedestrian improvements along Highway 23 based on the plans that were developed and submitted to the state with the application. Changes to the plans could mean a loss of funding. Brunn also presented some revised figures on the wastewater facility plan. Brunn requested the council to consider a smaller growth projection as it would not require an environmental assessment worksheet. The council reviewed the revised growth projections and advised staff to proceed with the change when developing the facility plan.

Motion by Gondeck, seconded by Swanson, to adjourn at 6:38pm. Motion carried, unanimous.

Sarah A. Brunn, Administrator

ENCROACHMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made effective June 5, 2018, by and between the **City of Foley**, a Minnesota municipal corporation (the "City"), and **RG Sherk LLC**, a Minnesota limited liability company, and **CFR LLC**, a Minnesota limited liability company ("Sherk & CFR").

RECITALS

- A. The City is the owner of certain real estate located in the City of Foley described in the attached **Exhibit A** (the "City Property");
- B. Sherk & CFR owns property adjacent to the east and west of the City Property as legally described in the attached **Exhibit B** that is collective use for a single business enterprise;
- C. Sherk & CFR desires access across the City Property in order to park vehicles and access both of its properties;
- D. The City does not object to the use of the City Property;
- E. Sherk & CFR agrees to grant the City an easement by separate agreement in exchange for being granted this Agreement; and
- F. The City will allow Sherk & CFR to cross and use the City Property as long as the conditions of this Agreement are met.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Grant of License. The City hereby grants Sherk & CFR a revocable license to cross and park vehicles on the City Property.
- 2. Property Condition. The City Property will not be altered in any manner unless approved by the City. Hard surfacing of the City Property will be allowed with approval of the City at Sherk & CFR's sole cost and expense.

3. Property Access. When requested, access to the City Property must be provided by Sherk & CFR to the City in order to maintain City utilities located on the City Property. If the City must impact hard-surfacing installed by Sherk & CFR in order to obtain access to City-owned utilities, Sherk & CFR will be responsible for repair of such hard-surfacing at its sole cost and expense.
4. Insurance and Indemnification. For the duration of this Agreement, Sherk & CFR and its successors and assigns, shall maintain general liability and property damage insurance policies covering the City Property, with the City listed as an additional insured. Sherk & CFR, and its successors and assigns, hereby indemnifies, defends, and holds the City harmless from and against any and all claims, actions, damages, liability and expenses of all kinds and nature, no matter how they arise, in connection with loss of life, personal injury, damage to property, and any and all other damages and losses no matter how they arise in connection with the use and enjoyment of the City Property.
5. Termination. This Agreement shall continue until terminated by the City or Sherk & CFR. This Agreement may be terminated at no cost by the City at any time in its sole discretion for a public purpose. Upon receipt of written notice to terminate the Agreement, Sherk & CFR must remove and cease use within 90 days.
6. Runs With the Land. This Agreement shall be for the benefit of the parties, their successors, heirs, assigns, and shall be deemed to be a perpetual right of entry which shall run with the land and be binding upon the parties' heirs, successors and assigns and the Sherk & CFR Property. This Agreement shall be recorded with the Benton County Recorder.
7. Amendments. The parties acknowledge and agree that this Agreement shall not be modified or amended without the written approval of each of the parties.
8. City Costs and Legal Representation. Sherk & CFR shall pay all costs incurred by City. Sherk & CFR shall also pay all costs incurred by the City, including, but not limited to, legal, engineering, and surveying expenses, in connection with this Agreement.

NOW, THEREFORE, the parties have executed this Agreement as of the date first written above.

{Signature pages to follow}

SHERK & CFR SIGNATURE PAGE TO ENCROACHMENT AGREEMENT

RG SHERK, LLC

By _____
Its _____

CFR, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, a Notary Public for this County, personally appeared _____, who, being by me duly sworn, did say that he/she is the _____ for RG Sherk, LLC, and that this instrument was signed on behalf of said credit union by the above-named officer acknowledging said instrument to be its free act and deed.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, a Notary Public for this County, personally appeared _____, who, being by me duly sworn, did say that he/she is the _____ for CFR, LLC, and that this instrument was signed on behalf of said credit union by the above-named officer acknowledging said instrument to be its free act and deed.

Notary Public

CITY'S SIGNATURE PAGE TO ENCROACHMENT AGREEMENT

CITY OF FOLEY, MINNESOTA

By: _____
Gerard L. Bettendorf, Its Mayor

ATTEST

By: _____
Sarah A. Brunn, Its City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF BENTON)

On this ____ day of _____, 2018, before me, a Notary Public for this County, personally appeared Gerard L. Bettendorf, who, being by me duly sworn, did say that he is the Mayor of the City of Foley, a Minnesota municipal corporation, and that this instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF BENTON)

On this ____ day of _____, 2018, before me, a Notary Public for this County, personally appeared Sarah A. Brunn, who, being by me duly sworn, did say that she is the City Administrator of the City of Foley, a Minnesota municipal corporation, and that this instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

EXHIBIT A

(Legal Description of the City Property - Alley)

The alley located in Block 12, Foley's First Addition to the Village of Foley, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Benton County, Minnesota

EXHIBIT B

(Legal Description of RG Sherk, LLC Property)

Lot numbered Twelve (12), in Block Twelve (12), except the Southerly Twenty-one (21) feet of said Lot numbered Twelve (12), Foley's First Addition to the Village of Foley, according to the plat and survey thereof on file and of record in the office of the Register of Deeds in and for said County,

AND

Lots numbered Thirteen (13), Fourteen (14) and Fifteen (15) in Block numbered Twelve (12), all in Foley's First Addition to the Village of Foley, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for said County.

(Tax PID No. 13.00299.00)

(Legal Description of CFR, LLC Property)

All that part of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 12, Foley's First Addition to the Village of Foley, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Benton County, Minnesota lying west of the center line of Stony Brook Creek.

(Tax PID No. 13.00293.50)

THIS INSTRUMENT DRAFTED BY:

Rinke Noonan (AAR/mjr)
1015 W. St. Germain St., Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
File No. 04313-0251



Overview



Legend

Municipalities

City

TWP

Parcels

Highways

Parcel ID	130029350	Alternate ID	n/a	Owner Address	CFR LLC
Sec/Twp/Rng	26-037-029	Class	233 - COMM LAND & BLDGS		130 BROADWAY AVEN
Property Address	131 5TH AVE	Acreage	n/a		FOLEY, MN 56329
	FOLEY				

District FOLEY

Brief Tax Description Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-001 Block-012 LOTS 1 THRU 10 LYING W OF THREAD OF STONY BROOK
(Note: Not to be used on legal documents)

Date created: 6/1/2018

Last Data Uploaded: 6/1/2018 7:35:50 AM

Developed by



CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 - 16

A RESOLUTION ACCEPTING DONATION

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, the Library Board has offered to donate a book cart and popcorn machine for library activities, 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 this donation is hereby accepted for use by the City of Foley.

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to the Library Board for their generous donation.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 5th day of June 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Bills List - June 5, 2018

Gross Salaries	Payroll - 5/11/18	\$	25,013.05
EFTPS	Federal Withholding	\$	4,675.21
MN Dept of Revenue	State Withholding	\$	1,063.24
State Treas. PERA	PERA	\$	4,591.62
Nationwide	Deferred Comp	\$	645.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	65.00
SelectAccount	HSA Contribution	\$	480.00

Gross Salaries	Payroll - 5/25/18	\$	23,725.67
EFTPS	Federal Withholding	\$	4,520.59
MN Dept of Revenue	State Withholding	\$	985.65
State Treas. PERA	PERA	\$	4,148.26
Nationwide	Deferred Comp	\$	645.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	65.00
MN PEA	Union Dues	\$	39.00
SelectAccount	HSA Contribution	\$	480.00

To Be Paid - 6/5/18

Advanced Disposal	Garbage	\$	290.09
Alex Air Apparatus	FD Supplies	\$	796.00
AllSpec Services	Building Inspector Charges	\$	165.60
Andrew Shaw	2017-2018 Snow Plowing	\$	42.00
Auto Value	Public Works Vehicle Maint & Shop Supplies	\$	766.72
Badger Meter	Meter Utility Services	\$	1,560.00
Batteries Plus	Batteries	\$	62.78
Bemboom's Fence	Park Maint	\$	184.20
Benton County Attorney	March 2018 Legal Fees	\$	2,117.50
Benton County Highway Department	PD Fuel	\$	493.96
Benton County Recorder	Easement Recording	\$	46.00
Bryan Moshier	2017-2018 Snow Plowing	\$	378.00
Central Hydraulics	Street Supplies	\$	837.58
Central McGowan	PD Equipment & FD Medical Equipment	\$	57.63
Cintas	Mats and Uniforms	\$	409.20
Cloudnet	Server Fee	\$	10.00
Coborn's	Office & Shop Supplies	\$	56.30
Collins Brothers Towing of St. Cloud	PD Forfeiture	\$	125.00
Citizen Tribune	Pool Employment Advertising	\$	201.60
Conlon Construction	New Windows & Handicap Door	\$	11,407.00
Delta Dental	Employee Delta Insurance	\$	703.70
Emergency Medical Products	FD Supplies	\$	60.03
Emergency Response Solutions	FD Supplies	\$	940.59
First National Bank of Omaha	Credit Card Purchases	\$	409.64
Flaherty & Hood	WWTF Antidegradation	\$	1,007.50
Foley Civic Group	Foley Fun Days Contribution	\$	6,000.00
Foley Hardware	PW Supplies & Repairs	\$	160.01
Further (Selectaccount)	HSA Admin Fee	\$	17.70
Gilman CoOp Creamery	Street Fuel	\$	9.95
Hall & Associates	WWTF - Facility and Antidegradation	\$	8,746.53
Handyman's Hardware	Pool Supplies	\$	40.97
Harper Brooms	PW & Street Supplies	\$	501.70
Hawkins	Chemicals	\$	9,392.21
Henry's Waterworks	Water Supplies	\$	480.00
Rick Herbrand	2017-2018 Snow Plowing	\$	462.38
Jim Moshier	2017-2018 Snow Plowing	\$	742.00
Kepr's, Inc	PD Uniforms	\$	4,222.32
KM Fire Pump Specialists	FD Vehicle Repair	\$	1,290.99
KRIS Engineering	Street Supplies	\$	1,411.45
Locators & Supplies, Inc	Street, Water & Sewer Supplies	\$	1,769.19
Macqueen Equipment	Street Vehicle Maint	\$	313.18

Marco Technologies	Copier Lease	\$	318.72
Midco	Phone and Internet	\$	1,291.17
MCFOA	2018 Brunn Membership	\$	45.00
MN Electronics	FD HDMI Switch	\$	50.00
MN Dept of Health	2018 Qtr 2 Utility Connection	\$	1,440.00
MN Dept of Revenue	April 2018 Sales Tax Return	\$	511.00
MTI Distributing	Park Maint	\$	101.59
Phone Guys	Phone System Maint	\$	330.00
Red's Auto Electric	Sweeper Repair	\$	70.80
Resource Training & Solutions/BCBS	June 2018 Insurance Premiums	\$	9,878.50
RevTrak	Credit Card Service Fees	\$	364.01
Rinke Noonan	PD, Pouchtec, AntiDeg, ROW, Easement, General	\$	3,281.50
Riteway Business Forms	Utility Billing Forms	\$	432.25
Roto-Rooter	Sewer Repairs	\$	1,050.00
RWB Emergency Lighting	PD Camera Repair	\$	200.00
SHE, Inc	Dewey, Star Lot, General, WWTF	\$	20,195.78
Shift Technologies, Inc	Networking Services	\$	138.60
Staples Buisness Advantage	Office Supplies	\$	219.96
Star Publications	Publications	\$	206.00
Stearns DHIA Central Lab	Water & Sewer Samples	\$	199.00
Sun Life Assurance	Long Term Disability	\$	140.68
Tera Kasowski (ACLS)	FD - EMR & CPR Refresher	\$	2,210.00
USAbile Life	Employee Life Insurance Premiums	\$	140.50
Verizon	Cell Phone Service	\$	295.78
Wildland Equipment Order	FD Supplies	\$	499.65
Witmer Public Safety Group	FD Equipment	\$	123.99
Xcel Energy	Utilities	\$	4,825.16

Additional To Be Paid - 6/5/18

\$ 178,391.13

Foley Area Smoke Alarm Campaign 2018



In partnership with the American Red Cross, the City of Foley, the Foley Fire Department and Community members working together to get smoke alarms installed for those in need.

The Problem:

1. 63 People died in fires in MN in 2017. This is a 46% increase over 2016.
2. About 9% of fatal fires were found to have working smoke alarms.
3. Historically, many fire related deaths are older adults and children.

The Solution:

1. Get more working smoke alarms installed in Foley area homes.
2. Provide fire awareness safety information to Foley area residents.

The Partnership:

1. Work with the American Red Cross (who will donated smoke alarms and educational materials) to implement a community Home Fire Campaign.
2. Create an advertising message and campaign to get the word out about free smoke alarm installation.
3. Create a central point (Foley City Hall) where area residents can contact to register for smoke alarm installation.
4. Work with Foley Fire Department members, Red Cross and other community volunteers to install smoke alarms and provide basic fire safety information.

**MUNICIPAL ADVISORY SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF FOLEY, MINNESOTA
AND
NORTHLAND SECURITIES, INC.**

This Agreement made and entered into by and between the City of Foley, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the City desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Improvement Bonds, Series 2018A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") (registration # 866-00082-00), and

WHEREAS, NSI will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the MSRB, and

WHEREAS, the MSRB provides a municipal advisory client brochure on its website (www.msrb.org) that describes the protections that may be provided by the MSRB rules, including professional competency, fair dealing, duty of loyalty, remedies for disputes and how to file a complaint with an appropriate regulatory authority, and

WHEREAS, the City and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

NSI shall provide the City with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

Planning and Development

1. Assist City officials to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Assist the City in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt

service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.

4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the City Council and other project and bond issue related meetings as needed and as requested.

Bond Sale

1. Assist the City with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the City and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
3. Prepare and submit application for bond rating(s) and assist the City with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the City with preparing and conducting the rating call or other presentation.
4. Assist the City in receiving the bids, compute the accuracy of the bids received, and recommend to the City the most favorable bid for award.
5. Coordinate with bond counsel the preparation of required contracts and resolutions.

Post Sale Support

1. Assist the City with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the City a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

COMPENSATION

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$20,500. The fee due to NSI shall be payable by the City upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Airfare and lodging expenses of one NSI official and City officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.

- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the City under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any municipal advisory services it has rendered pursuant to this Agreement.

CONFLICTS OF INTEREST

NSI is not aware of any material conflicts of interest that could reasonably be anticipated to impair NSI's ability to provide advice to or on behalf of the City in accordance with the standards of conduct for municipal advisors.

The compensation for services provided in this Agreement is customary in the municipal securities market, but may pose a conflict of interest. Since the fee is payable at closing and only if the Debt is issued, NSI may have an incentive to encourage issuance. Compensation linked to the size of the transaction may provide incentive to increase the amount of the Debt. Compensation considerations will not impair NSI's ability to provide unbiased and competent advice or to fulfill its fiduciary duty to the City. In executing this Agreement, the City acknowledges and accepts the potential conflicts of interest posed by the compensation to NSI.

Northland Capital Holdings is the parent company of NSI. Another subsidiary of Northland Capital Holdings is Northland Trust, Inc. Northland Trust provides paying agent services to issuers of municipal bonds. The City is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust is outside the scope of this Agreement. No compensation paid to Northland Trust is shared with NSI.

NSI does not provide executive search, organizational development, compensation systems or other management consulting services that may directly or indirectly affect City staff that recommend the engagement of municipal advisor services and may pose a conflict of interest.

LEGAL AND DISCIPLINARY ACTIONS

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The City can find information about these forms and accessing information related to NSI at www.sec.gov/municipal/oms-edgar-links.

SUCCESSORS OR ASSIGNS

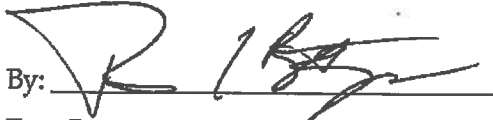
The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 24th day of May, 2018.

Northland Securities, Inc.

By: 

Tom Bartzen - Executive Vice President

City of Foley, Minnesota

By: _____

Its: _____

Finance Plan

City of Foley, Minnesota

\$2,355,000

**General Obligation Improvement Bonds,
Series 2018A**

June 5, 2018



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

www.northlandsecurities.com

Member FINRA and SIPC | Registered with SEC and MSRB

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Executive Summary

The following is a summary of the recommended terms for the issuance of \$2,355,000 General Obligation Improvement Bonds, Series 2018A (the "Bonds" or "2018A Bonds"). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3- Related Considerations.

Purpose	Proceeds from the Bonds will be used to fund the Dewey Street improvements.				
Security	<p>The Bonds will be a General Obligation of the City. The City will pledge for payment of the Bonds:</p> <ul style="list-style-type: none">• Special assessments collected from benefitted properties.• Property tax levies.				
Repayment Term	The Bonds will mature annually each February 1 in the years 2021 - 2034. Interest on the Bonds will be payable on August 1, 2019 and semiannually thereafter on each August 1 and February 1.				
Estimated Interest Rate	<table><tr><td>Average coupon:</td><td>3.21%</td></tr><tr><td>True interest cost (TIC):</td><td>3.34%</td></tr></table>	Average coupon:	3.21%	True interest cost (TIC):	3.34%
Average coupon:	3.21%				
True interest cost (TIC):	3.34%				
Prepayment Option	Bonds maturing on and after February 1, 2029 will be subject to redemption on February 1, 2028 and any day thereafter at a price of par plus accrued interest.				
Rating	A rating will be requested from Standard and Poor's (S&P). The City's general obligation debt is currently rated "A2" by Moody's. The City switched to S&P for rating the 2015A issue, which was only rated through the State Enhancement Program.				
Tax Status	The Bonds will be tax-exempt, bank qualified obligations.				
Risk Factors	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.				
Type of Bond Sale	Public Sale - Competitive Bids				
Proposals Received	Tuesday, July 10, 2018 @ 10:00 A.M.				
Council Consideration	Tuesday, July 10, 2018 @ 5:30 P.M.				

Issue Overview

Purpose

Proceeds from the Bonds will be used to fund the Dewey Street improvement. The table below contains the sources and uses of funds for the bond issue, based on bids received on April 27, 2018.

Sources Of Funds	
Par Amount of Bonds	\$2,355,000.00
Total Sources	\$2,355,000.00
Uses Of Funds	
Deposit to Project Construction Fund	2,280,894.38
Costs of Issuance	39,500.00
Total Underwriter's Discount (1.300%)	30,615.00
Rounding Amount	3,990.62
Total Uses	\$2,355,000.00

Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 475 and 429.

Structure

The Bonds have been structured to result in relatively level annual levies overall, taking into account all of the City's outstanding tax supported bond issues. The City's estimated levy assumed for the 2011A, 2012A, and 2015A Bonds was calculated based on the outstanding assessment balance for each, pledged utility revenues, and cash and investment balances applied to each outstanding issue. In the levy years 2018 through 2023, the debt service for the 2018A Bonds is expected to be entirely covered by special assessment revenues, along with water and sewer utility revenues although the water and sewer revenues will not be pledged to payment of this issue, they can be applied annually to reduce or eliminate the certified levy. In levy year 2024 and beyond, the City will need to use ad valorem taxes to cover a portion of the annual debt service.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 1.

Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

- Special Assessments. The City is expected to levy special assessments against benefited properties in the amount of \$530,512 (Engineer's estimate as of May 24, 2018). The assessments will be payable over 15 years, with an interest rate of 2% over the average coupon on the Bonds (currently assumed to be 5.25%), and structured for level annual payments of principal and interest. The assessments will be levied in 2018 for initial payment in 2019.
- Utility Revenues. The City's water and sewer utilities are expected to contribute net revenues equal to \$570,000 and \$405,000 respectively. The contribution will be made in equal annual installments in the years 2019-2033. These revenues will not be pledged to the Bonds. Instead, the revenues will be used to reduce the annual property tax levy.
- Property Taxes. The remaining revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The levy will be adjusted annually based on

actual special assessment collections, utility revenue contributions and additional monies in the debt service fund. The initial tax levy will be made in 2018 for taxes payable in 2019.

The table in Attachment 2 shows the estimated flow of funds, including the 5% overlevy.

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed project and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The issuance of General Obligation Improvement Bonds provides the best means of achieving the City's objectives and cost effective financing. The City has successfully issued and managed this type of debt for previous projects.

Issuing Process

Northland will receive bids to purchase the Bonds on Tuesday, July 10, 2018 at 10:00 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids.

Municipal Advisor: Northland Securities, Inc., Minneapolis, Minnesota

Bond Counsel: Briggs & Morgan, P.A., Minneapolis, Minnesota

Paying Agent: Northland Trust Services, Inc., Minneapolis, Minnesota

Attachment 1 - Preliminary Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/07/2018	-	-	-	-	-
08/01/2019	-	-	72,928.92	72,928.92	-
02/01/2020	-	-	37,082.50	37,082.50	110,011.42
08/01/2020	-	-	37,082.50	37,082.50	-
02/01/2021	25,000.00	2.650%	37,082.50	62,082.50	99,165.00
08/01/2021	-	-	36,751.25	36,751.25	-
02/01/2022	20,000.00	2.650%	36,751.25	56,751.25	93,502.50
08/01/2022	-	-	36,486.25	36,486.25	-
02/01/2023	25,000.00	2.650%	36,486.25	61,486.25	97,972.50
08/01/2023	-	-	36,155.00	36,155.00	-
02/01/2024	25,000.00	2.650%	36,155.00	61,155.00	97,310.00
08/01/2024	-	-	35,823.75	35,823.75	-
02/01/2025	25,000.00	2.650%	35,823.75	60,823.75	96,647.50
08/01/2025	-	-	35,492.50	35,492.50	-
02/01/2026	215,000.00	2.750%	35,492.50	250,492.50	285,985.00
08/01/2026	-	-	32,536.25	32,536.25	-
02/01/2027	220,000.00	2.900%	32,536.25	252,536.25	285,072.50
08/01/2027	-	-	29,346.25	29,346.25	-
02/01/2028	230,000.00	3.000%	29,346.25	259,346.25	288,692.50
08/01/2028	-	-	25,896.25	25,896.25	-
02/01/2029	310,000.00	3.100%	25,896.25	335,896.25	361,792.50
08/01/2029	-	-	21,091.25	21,091.25	-
02/01/2030	320,000.00	3.200%	21,091.25	341,091.25	362,182.50
08/01/2030	-	-	15,971.25	15,971.25	-
02/01/2031	330,000.00	3.300%	15,971.25	345,971.25	361,942.50
08/01/2031	-	-	10,526.25	10,526.25	-
02/01/2032	195,000.00	3.400%	10,526.25	205,526.25	216,052.50
08/01/2032	-	-	7,211.25	7,211.25	-
02/01/2033	205,000.00	3.450%	7,211.25	212,211.25	219,422.50
08/01/2033	-	-	3,675.00	3,675.00	-
02/01/2034	210,000.00	3.500%	3,675.00	213,675.00	217,350.00
Total	\$2,355,000.00	-	\$838,101.42	\$3,193,101.42	-

Date And Term Structure

Dated	8/07/2018
Delivery Date	8/07/2018
First available call date	2/01/2028
Call Price	100.000%

Yield Statistics

Bond Year Dollars	\$26,093.25
Average Life	11.080 Years
Average Coupon	3.2119472%

Net Interest Cost (NIC)	3.3292764%
True Interest Cost (TIC)	3.3429159%
All Inclusive Cost (AIC)	3.5299278%

Attachment 2 – 105% Levy

Date	Total P+I	105% Levy	Less:	Equals:	Less:	Less:	Plus:	Equals:	Levy Year	Collection Year
			Special Assessment Revenues*	City Net Levy Current Issue	Water Revenue	Sewer Revenue	Existing City Net 105% Levy**	Estimated Total City Net Levy		
02/01/2020	110,011.42	115,511.99	52,309.35	63,202.64	38,000.00	27,000.00	302,866.56	302,866.56	2018	2019
02/01/2021	99,165.00	104,123.25	52,309.34	51,813.91	38,000.00	27,000.00	300,635.30	300,635.30	2019	2020
02/01/2022	93,502.50	98,177.63	52,309.34	45,868.29	38,000.00	27,000.00	303,654.05	303,654.05	2020	2021
02/01/2023	97,972.50	102,871.13	52,309.36	50,561.77	38,000.00	27,000.00	301,008.05	301,008.05	2021	2022
02/01/2024	97,310.00	102,175.50	52,309.34	49,866.16	38,000.00	27,000.00	298,362.07	298,362.07	2022	2023
02/01/2025	96,647.50	101,479.88	52,309.35	49,170.53	38,000.00	27,000.00	300,682.57	300,682.57	2023	2024
02/01/2026	285,985.00	300,284.25	52,309.35	247,974.90	38,000.00	27,000.00	112,840.30	295,815.20	2024	2025
02/01/2027	285,072.50	299,326.13	52,309.35	247,016.78	38,000.00	27,000.00	113,890.30	295,907.08	2025	2026
02/01/2028	288,692.50	303,127.13	52,309.35	250,817.78	38,000.00	27,000.00	109,480.31	295,298.09	2026	2027
02/01/2029	361,792.50	379,882.13	52,309.35	327,572.78	38,000.00	27,000.00	34,000.00	296,572.78	2027	2028
02/01/2030	362,182.50	380,291.63	52,309.34	327,982.29	38,000.00	27,000.00	34,000.00	296,982.29	2028	2029
02/01/2031	361,942.50	380,039.63	52,309.34	327,730.29	38,000.00	27,000.00	34,000.00	296,730.29	2029	2030
02/01/2032	216,052.50	226,855.13	52,309.35	174,545.78	38,000.00	27,000.00	-	109,345.78	2030	2031
02/01/2033	219,422.50	230,393.63	52,309.35	178,084.28	38,000.00	27,000.00	-	113,084.28	2031	2032
02/01/2034	217,350.00	228,217.50	52,309.35	175,908.15	38,000.00	27,000.00	-	110,908.15	2032	2033
Total	\$3,193,101.42	\$3,352,756.49	\$784,640.21	\$2,568,116.28	\$570,000.00	\$405,000.00	\$2,544,800.07	\$3,918,052.51		

*Assumes \$530,512 in principal spread in even payments for a term of 15 years with an interest rate of 5.25%, which is 2.0% over the average coupon.

** Estimated City Net Levy for the City's Outstanding 2011A, 2012A, and 2015A Bonds. The levy calculation is based on the debt service schedule for each of the remaining Bonds reduced by: the outstanding assessments remaining for each of the Bonds, the utility revenue pledged for the 2015A Bonds, and the cash and investment balance reported by the City as of 1/1/17. This schedule assumes that the City will spend down any cash and investment balance on the outstanding Bonds to reduce the tax levy until the cash and investment balance has been depleted. These figures are only estimates and may change due to a variety of factors including pre-payment or delinquent assessments on any of the three outstanding Bond issues.

Attachment 3 - Related Considerations

Bank Qualification

We understand the City (in combination with any subordinate taxing jurisdictions or debt issued in the City's name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in tax-exempt debt during this calendar year. Therefore the Bonds will be designated as "bank qualified" obligations pursuant to Federal Tax Law.

Arbitrage Compliance

The Bonds are expected to qualify for the "small issuer" exemption related to arbitrage rebate.

Other aspects of arbitrage regulations will apply to the investment of bond proceeds and the debt service fund.

Project/Construction Fund. All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the City expects to qualify for is the "small issuer" exemption because the City expects to issue less than \$5,000,000 of tax-exempt bonds, including any 501(c)3 conduit financings, in calendar year 2018.

Debt Service Fund. The City must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

Continuing Disclosure

Type: Limited

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City has less than \$10,000,000 of outstanding debt and will provide "limited" continuing disclosure. Historically, limited disclosure only required that certain information be provided upon request. The 2010 amendments to the Rule added the provision that issuers must annually provide financial information and operating data which is customarily prepared by the issuer and is publicly available. Issuers must also report certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes and call notices, must be reported within ten days of occurrence. Northland currently serves as dissemination agent for the City. We assist with getting your annual report filed in compliance with limited continuing disclosure regulations.

Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff on the sale day to determine use of premium (if any).

Rating

A rating will be requested from Standard and Poor's (S&P). The City's general obligation debt is currently rated "A2" by Moody's. The City switched to S&P for rating the 2015A issue, which was only rated through the State Enhancement Program, so this will be the first time the City will receive an S&P rating based on its own credit characteristics. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

Attachment 4 - Calendar

May 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Date	Action	Responsible Party
May 1 st	Construction Bids Awarded	City
May 31 st	Finance Plan Sent to the City	Northland
June 5 th	Set Sale Resolution Adopted	City, Northland, Bond Counsel
June 6 th	Preliminary Official Statement Sent to City for Sign Off and to Rating Agency	Northland, City
Week of June 18 th	Rating Call	Northland, City, Rating Agency
June 29 th	Rating Received	Northland, City, Rating Agency
July 10 th	Bond Sale (10:00 AM) Authorizing Resolution Adopted (5:30 PM) Proposal signed	Northland
August 7 th	Closing on the Bonds (Proceeds Available)	Northland, City, Bond Counsel

Attachment 5 - Risk Factors

Property Taxes: Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

Special Assessments: Special assessments for the financed project have not been levied at this time. This Finance Plan is based on the assumptions listed earlier in this report. Changes in the terms and timing for the actual assessments will alter the projected flow of funds for payment of debt service on the Bonds. Also, special assessments may be prepaid. It is likely that the income earned on the investment of prepaid assessments will be less than the interest paid if the assessments remained outstanding. Delinquencies in assessment collections would reduce revenues needed to pay debt service. The collection of deferred assessments (if any) have not been included in the revenue projections. Projected assessment income should be reviewed annually and adjusted as needed.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the City to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF FOLEY, MINNESOTA

HELD: JUNE 5, 2018

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Foley, Benton County, Minnesota, was duly held at the City Hall on June 5, 2018, at 5:30 P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$2,355,000 General Obligation Improvement Bonds, Series 2018A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 - 17

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2018A

A. WHEREAS, the City Council of the City of Foley, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue General Obligation Improvement Bonds, Series 2018A (the "Bonds") to finance various improvement projects in the City; and

B. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent municipal advisor and is therefore authorized to sell the Bonds by competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

C. WHEREAS, the City has retained Briggs and Morgan, Professional Association, in Minneapolis, Minnesota as its bond counsel for purposes of this financing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Minnesota, as follows:

1. Authorization. The City Council hereby authorizes Northland to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. The City Council shall meet at the time and place specified in the Notice of Sale, in substantially the form attached hereto as Exhibit A, for the purpose of considering sealed proposals for and awarding the sale of the Bonds. The City Administrator, or designee, shall open proposals at the time and place specified in the Notice of Sale.

3. Notice of Sale. The terms and conditions of the Bonds and the negotiation thereof are in substantially in the form set forth in the Notice of Sale attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the competitive negotiated sale of the Bonds, the City Administrator and other officers or employees of the City are hereby authorized to cooperate with Northland and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF BENTON
CITY OF FOLEY

I, the undersigned, being the duly qualified and acting City Administrator of the City of Foley, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$2,355,000 General Obligation Improvement Bonds, Series 2018A.

WITNESS my hand on June 5, 2018.

City Administrator

EXHIBIT A

NOTICE OF SALE

\$2,355,000*

GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2018A

CITY OF FOLEY, MINNESOTA
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals (also referred to herein as "bids") will be opened by the City's Administrator, or designee, on Tuesday, July 10, 2018, at 10:00 A.M., CT, at the offices of Northland Securities, Inc. (the City's "Municipal Advisor"), 150 South 5th Street, Suite 3300, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning Tuesday, July 10, 2018 at 5:30 P.M., CT.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-5918, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:00 A.M., CT, on Tuesday, July 10, 2018. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:00 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds.

* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through Northland Trust Services, Inc. Minneapolis, Minnesota (the "Paying Agent/Registrar"), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be August 7, 2018)

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429 and 475. Proceeds will be used to finance the Dewey Street improvements. The Bonds are payable from special assessments against benefited property and additionally secured by ad valorem taxes on all taxable property within the City. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on each February 1 and August 1, commencing August 1, 2019, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding such interest payment date.

MATURITIES

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$25,000	2026	\$215,000	2031	\$330,000
2022	20,000	2027	220,000	2032	195,000
2023	25,000	2028	230,000	2033	205,000
2024	25,000	2029	310,000	2034	210,000
2025	25,000	2030	320,000		

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *Rates must be in level or ascending order.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ESTABLISHMENT OF ISSUE PRICE

(HOLD-THE-OFFERING-PRICE RULE MAY APPLY – BIDS NOT CANCELLABLE)

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as

may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the City's Municipal Advisor and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall promptly so advise the winning bidder. The City may then determine to treat the initial offering price to the public as of the award date of the Bonds as the issue price of each maturity by imposing on the winning bidder the Hold-the-Offering-Price Rule as described in the following paragraph (the "Hold-the-Offering-Price Rule"). Bids will not be subject to cancellation in the event that the City determines to apply the Hold-the-Offering-Price Rule to the Bonds. **Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.**

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "Initial Offering Price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the award date; or
- (2) the date on which the underwriters have sold at least 10% of a maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public (the "10% Test"), at which time only that particular maturity will no longer be subject to the Hold-the-Offering-Price Rule.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters; any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each

underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Notes: Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) "public" means any person other than an underwriter or a related party,*
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).*
- (3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership or another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and*
- (4) "sale date" means the date that the Bonds are awarded by the City to the winning bidder.*

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

Bonds maturing on February 1, 2029 through 2034 are subject to redemption and prepayment at the option of the City on February 1, 2028 and any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within thirty days after award, subject to an approving legal opinion by Briggs and Morgan, Professional Association, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$2,324,385 (98.70%) and accrued interest on the principal sum of \$2,355,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Sarah Brunn, City Administrator
215 4th Ave. N.
P.O. Box 709
Foley, Minnesota 56329

A good faith deposit (the "Deposit") in the amount of \$47,100 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

LIMITED CONTINUING DISCLOSURE UNDERTAKING

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: June 5, 2018

BY ORDER OF THE FOLEY CITY COUNCIL

/s/ Sarah Brunn
City Administrator

Additional information may be obtained from:
Northland Securities, Inc.
150 South 5th Street, Suite 3300
Minneapolis, Minnesota 55402
Telephone No.: 612-851-5900

EXHIBIT A - FORMS OF ISSUE PRICE CERTIFICATE

[COMPETITIVE SALE SATISFIED]

The undersigned, on behalf of _____ (the "Underwriter"), hereby certifies as set forth below with respect to the sale of the General Obligation Improvement Bonds, Series 2018A (the "Bonds") of the City of Foley, Minnesota (the "Issuer").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in **Schedule A** (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as **Schedule B** is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

(b) The Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Briggs and Morgan, Professional Association, Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____.

[HOLD-THE-PRICE RULE APPLIED]

The undersigned, on behalf of _____ (the "Underwriter"), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of General Obligation Improvement Bonds, Series 2018A (the "Bonds") of the City of Foley, Minnesota (the "Issuer").

1. Initial Offering Price of the Bonds.

(a) The Underwriter offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. Defined Terms.

(a) "Holding Period" means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____), or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2018.

(e) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Nonarbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Briggs and Morgan, Professional Association, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2018



Foley Police Department

Calls for Service - 2018

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	6	9	11	9	13								
Equipment Vio.	13	18	5	14	24								
Speed	12	10	13	9	20								
DWI/DUI	0	1	2	1	1								
DAR/S/C	3	1	1	1	0								
# Citations Issued	*9	*1	*1	*4	*7								
Accidents	1	1	8	5	0								
Hit and Run	2	0	0	2	0								
Gas Drive Offs	5	2	0	1	1								
Thefts	4	7	12	4	6								
Controlled Substance	2	0	2	1	1								
Suspicious Activity	16	4	10	13	11								
Burglaries/Robbery	0	0	3	1	1								
Medicals/Welfare	15	9	12	19	32								
Assaults/Domestics	2	5	12	5	4								
Harassment	4	2	5	3	3								
CDP/Vandalism	1	1	1	1	3								
Animal Complaints	4	0	5	4	8								
City Ordinance	0	3	1	7	14								
Parking Tickets	26	16	32	0	1								
Disturbing the Peace	0	3	6	2	3								
Gun Permits	2	8	1	4	1								
Warrant Arrests	1	0	2	1	0								
Civil	3	9	8	4	4								
Lockout	3	4	3	3	5								
Assist other Agencies	11	12	10	13	13								
Special Events	17	19	18	3	12								
Misc.	23	27	50	48	73								
TZD Hours	0 Hours	0 Hours	0 Hours	0 Hours	0 Hours								
Total:	176	171	233	178	254								

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



2018 FOLEY RECLAIM
FOLEY, MN
SEH NO. FOLEY CIP

6/1/2018

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	UNIT PRICE	BIRCH DRIVE APPROXIMATE QUANTITY	BIRCH DRIVE TOTAL	2ND AVE ALLEY APPROXIMATE QUANTITY	2ND AVE ALLEY TOTAL	PROJECT TOTAL
BIRCH DRIVE AND 2ND AVENUE ALLEY								
1	ADJUST MANHOLE CASTING	EA	\$250.00	1.00	\$250.00	0.00	\$0.00	\$250.00
2	ADJUST VALVE BOX	EA	\$250.00	2.00	\$500.00	0.00	\$0.00	\$500.00
3	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$3.00	0.00	\$0.00	9.00	\$27.00	\$27.00
2	REMOVE CONCRETE PAVEMENT	SQ YD	\$4.00	54.00	\$216.00	57.00	\$228.00	\$444.00
3	SAWING BITUMINOUS PAVEMENT	LIN FT	\$4.00	78.00	\$312.00	40.00	\$160.00	\$472.00
4	SAWING CONCRETE PAVEMENT	LIN FT	\$5.00	96.00	\$480.00	128.00	\$640.00	\$1,120.00
5	FULL DEPTH RECLAMATION	SQ YD	\$3.50	1,680.00	\$5,880.00	350.00	\$1,225.00	\$7,105.00
6	TYPE SP 9.5WEARING COURSE MIXTURE	TON	\$65.00	202.00	\$13,130.00	42.00	\$2,730.00	\$15,860.00
7	TYPE SP 12.5 NON WEARING COURSE MIXTURE	TON	\$64.00	202.00	\$12,928.00	42.00	\$2,688.00	\$15,616.00
8	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	84.00	\$252.00	18.00	\$54.00	\$306.00
9	FULL DEPTH STREET RESTORATION	SQ YD	\$40.00	168.00	\$6,720.00	35.00	\$1,400.00	\$8,120.00
10	BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$40.00	0.00	\$0.00	9.00	\$360.00	\$360.00
11	CONCRETE DRIVEWAY RESTORATION	SQ YD	\$45.00	54.00	\$2,430.00	57.00	\$2,565.00	\$4,995.00
12	GRAVEL DRIVEWAY RESTORATION W/ CLASS 5	SQ YD	\$20.00	0.00	\$0.00	13.00	\$260.00	\$260.00
13	TURF RESTORATION	SQ YD	\$10.00	378.00	\$3,780.00	193.00	\$1,930.00	\$5,710.00
SUBTOTAL - CONSTRUCTION					\$46,878.00		\$14,267.00	\$61,145.00
CONTINGENCY (15%)					\$7,031.70		\$2,140.05	\$9,171.75
TOTAL					\$53,909.70		\$16,407.05	\$70,316.75

P:\F\FOLEY\common\Capital Improvement Plan (CIP)\2018 BIRCH DRIVE 2018\Foley Reclaim & Overlay\2018 Reclaim Estimate.xlsx\2018 Reclaim

906M, 907M, 908M

Compact Wheel Loaders



	906M	907M	908M
Engine Model	Cat® C3.3B DIT*	Cat C3.3B DIT*	Cat C3.3B DIT*
Maximum Gross Power:			
ISO 14396 (DIN)	55 kW (74 hp)	55 kW (74 hp)	55 kW (74 hp)
SAE J1995	55 kW (74 hp)	55 kW (74 hp)	55 kW (74 hp)
Bucket Capacity	0.75 m³-1.2 m³ (1.0 yd³-1.6 yd³)	0.75 m³-1.2 m³ (1.0 yd³-1.6 yd³)	0.9 m³-1.5 m³ (1.2 yd³-2.0 yd³)
Full Turn Tipping Load	3405 kg (7,507 lb)	3500 kg (7,716 lb)	3770 kg (8,311 lb)
Operating Weight	5600 kg (12,346 lb)	5750 kg (12,677 lb)	6365 kg (14,032 lb)

*The Cat C3.3B DIT engine meets U.S. EPA Tier 4 Final/EU Stage IIIB emission standards or Tier 4 Interim/Stage IIIA equivalent emission standards.

Power Train

Hydrostatic drive adjusts to be faster or smoother for the task.

Intelligent Power Management

The Cat power train is computer controlled which actively monitors engine, operator input and drive train load, adjusting the hystat transmission to keep the machine working at peak efficiency.



Engine

The Cat C3.3B turbo engine provides cleaner, quieter operation while delivering superior performance and durability. The engine also features:

- The Cat C3.3B Tier 4 Final/Stage IIIB uses an active regeneration system which requires no operator interaction under normal conditions.
- Automatic, electronic, self-priming fuel pump encourages good maintenance practice. At the service interval, simply install a clean, dry filter element and then turn the ignition key to ON.
- The easily accessible diesel particulate filter has a minimum 3,000 hour cleaning service interval. The on-board monitor will advise when diesel ash cleaning service is needed.
- Focused on fuel efficiency, significantly reducing owning and operating costs.

Transmission

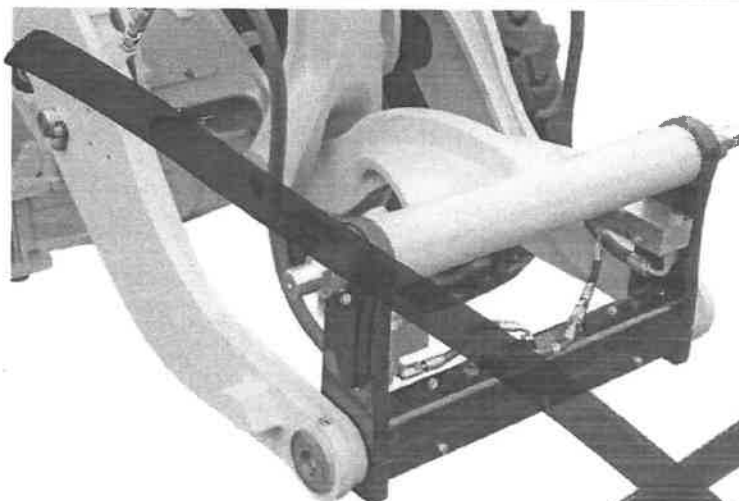
- The Hystat Aggressiveness feature allows the operator to increase the directional shift responsiveness for faster loading cycles, or adjust for finer control for sensitive tasks such as moving heavy pallets.
- Rimpull Control feature enables the operator to match available tractive power to underfoot conditions, helping reduce tire wear.
- Creeper Control precisely adjusts the machine ground speed when using work tools such as brooms and snow blowers.
- Electronic Engine Speed Control feature allows you to maintain constant engine RPM regardless of travel speed.
- Thus, pairing Creeper Control and Engine Speed Control, the operator can easily control the hydraulic power going to the work tool, while optimizing ground speed for best operation.
- Three speed ranges ensure maximum controllability for any task.

Axles, Brakes and Inching Function

- Fully locking front and rear differential axles are standard and can be engaged at full torque on-the-go below 6 km/h (4 mph), with a button on the joystick.
- The enhanced modulation of the inching function utilizes the first half of brake pedal engagement to hydrostatically decelerate without any wear on the braking system.
- The brake system includes independent service brakes on the front and rear axles. The parking brake is mechanically activated and released with a hand lever next to the operator's seat.

Couplers

Making the Compact Wheel Loader even more versatile.



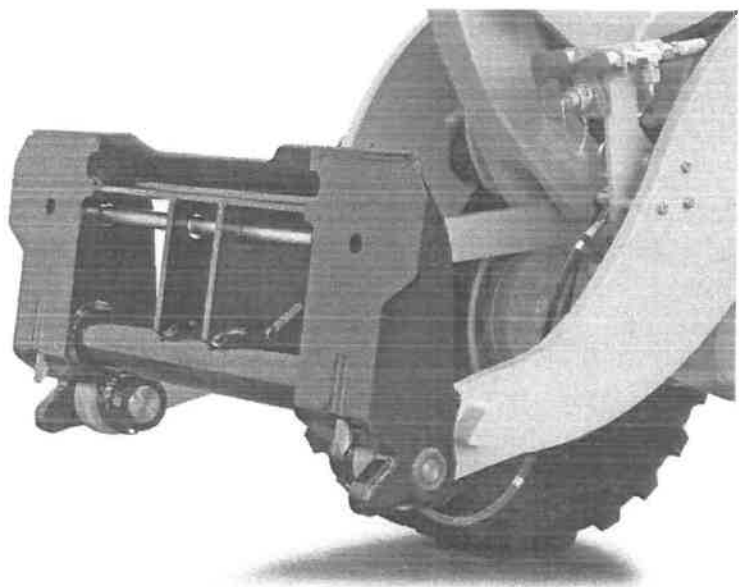
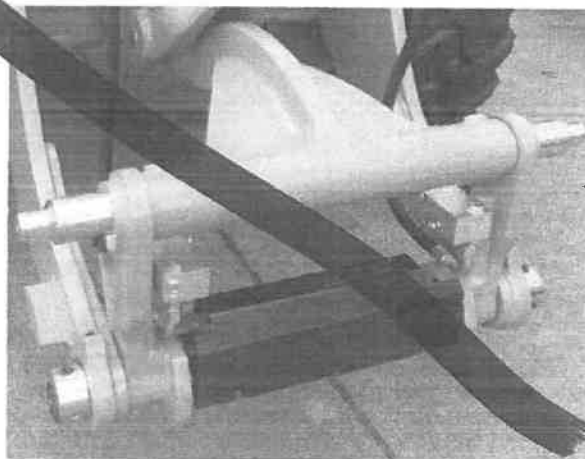
Horizontal Pin Coupler – ISO

This quick coupler will pick up a range of Cat Compact Wheel Loader work tools. The coupler along with the profiled loader arm have been designed to give maximum strength to the work tool. A simple joystick function allows for easy engagement and disengagement of the locking pins.

Horizontal Pin Coupler – A

This coupler is an evolution of the existing ISO horizontal pin coupler and thus has the in built durability and robust design that has been in the market place for many years.

This design gives a more offset coupler from the machine, which optimizes the load capacity and breakout forces vs. some AEM solutions that are less integrated.



Skid Steer Loader Coupler

The universal skid steer loader coupler allows the use of many Cat Skid Steer Loader work tools. Using either the standard or high flow hydraulic option, this coupler allows the M Series Compact Wheel Loaders to integrate into a skid steer loader fleet.

Work Tools

Do more jobs with one machine.

The Right Tool for the Job

An extensive range of work tools and bucket styles are available to make your Cat Compact Wheel Loader one of the most versatile machines on the job site. Cat work tools are designed to get the best out of the machine and deliver excellent value through high productivity and long life.

Work Tools for Cat Horizontal Pin Coupler

The Cat Compact Wheel Loader offers a comprehensive range of buckets to suit any environment and specific customer needs. The buckets have been designed and engineered to endure the high breakout forces of the M Series Compact Wheel Loader.

The Cat fork liftage has been designed to increase visibility to the forks, allowing the operator to work much more efficiently and safely, without compromising durability. Various fork tine lengths are available.

Work Tools for Cat Skid Steer Loader Coupler

This coupler allows the use of a wide range of Cat Skid Steer Loader work tools including many hydro-mechanical work tools such as snow blowers, cold planers, brooms and wheel saws. It is recommended to check the work tool requirements to ensure the machine is configured for optimal performance with features such as High Flow and Return To Dig.

Auxiliary Lines and Connectors

The auxiliary lines and connectors are fitted as standard, meaning the Cat Compact Wheel Loader comes ready to work.

For a complete list of available work tools please consult your local Cat dealer.



ARTICULATING WHEEL LOADER **PRICE SCHEDULE** (Typed responses required)

September, 2017

Vendor Name:	<u>Ziegler Inc.</u>
Contact Person:	<u>Brandon Kaschmitter</u>
Street Address:	<u>2225 255th St</u>
P.O. Box:	
City, State, Zip	<u>St. Cloud, MN 56301</u>
Phone #:	<u>(218) 821-5386</u>
Toll Free #:	<u>(800) 352-2812</u>
Fax #:	<u>(952) 887-5820</u>
Email Address:	<u>Brandon.Kaschmitter@Zieglercat.com</u>
Website:	<u>www.zieglercat.com</u>

Version of Excel used:

Furnish separate price quote for: **ARTICULATING WHEEL LOADER**

1.0	Articulating Wheel Loader	
	Make & Model	Caterpillar 906M
	Horse Power/Engine Information	Caterpillar 3.3B / 73 Net HP
	Operating Weight	12,331 lb
	Full Turn Static Tipping Load	7,575 lb
	Recommended Bucket Type & Size (Stuck/Heaped) (SAE)	Performance GP bucket
	Is bucket included with base unit?	1.2 cyd heaped / 1.1 cyd struck
	Break Out Force, bucket (SAE)	No
	Hinge Pin Height	11,689 lb
	Articulation Angle	10'7"
		39 degrees
	Brake Type	Service and parking brake are combined in a single, dry disc driveline
	Transmission Type (describe features)	Closed loop, two speed hydrostatic single-path transmission
	Differential type - Front & Rear	Differential Lock standard for both
	Seat type	Fully adjustable suspension seat
	Battery CCA	880 CCA maintenance free
	Tires	TIRES, 340/80 R18 Duraforce
	Hydraulics	3 valve, single lever, load- sensing variable displacement pump
	Bucket Controls	Seat mounted joystick with F/N/R switch
	Alternator Size	80 amp
	Starting Aid	Glow plugs, Engine coolant heater
	Road & Work Lights	Rear lights and directional lights
	Warranty Details: Months, Years, Hours, etc.	One year / unlimited hour premier warranty
	Base Price:	\$ 67,320.00
2.0	<u>OPERATOR STATION</u>	
2.3	<u>Cab Deluxe (Air Suspension Seat, Heated Seat, Radio Ready,)</u>	\$ 4,560

ARTICULATING WHEEL LOADER
PRICE SCHEDULE
(Typed responses required)

September, 2017

2.5	Air conditioner	\$	3,710
2.6	Seat Belt 2"		Included
2.8	AM/FM radio	\$	370
3.0	<u>ENGINE/POWER TRAIN</u>		
3.2	Trans 22 Mph, Diff Lock Pilot	\$	730
4.0	<u>ELECTRICAL/LIGHTS</u>		
4.2	Rotary beacon	\$	360
4.3	Work tool wiring harness	\$	220
4.4	LED Work Lights	\$	550
4.7	Product Link PL240		Included
5.0	<u>TIRES/RIMS</u>		
5.1	TIRES, 340/80 R18 DURAFORCE		Included
6.0	<u>HYDRAULICS</u>		
6.1	Joystick controls		Included
6.2	High Flow	\$	3,780
6.3	3rd Hydraulic Valve		Included
7.0	<u>BUCKET/ATTACHMENTS</u>		
7.1	Electric Quick Coupler SSL		Included
7.2	Bucket, 1.3 cu. yd. General purpose with bolt-on edge	\$	2,650
8.0	<u>OTHER LOADER OPTIONS</u>		
8.1	Antifreeze -33F		Included
8.3	Precleaner	\$	160
8.4	On Demand Fan		Included
8.5	Feature Package Basic		Included
8.6	Feature Package Road & Load - This package contains all the electr	\$	3,740
8.7	Engine Coolant Heater		Included
9.0	<u>EXTENDED WARRANTY OPTIONS</u>		
	(Specify years, miles or hours extended term covers.)		
9.1	2 Year/1000 Hour Full Machine	\$	670
9.2	2 Year/2000 Hour Full Machine	\$	1,000
9.3	3 Year/1000 Hour Full Machine	\$	960
9.4	3 Year/2000 Hour Full Machine	\$	1,670
9.5	3 Year/3000 Hour Full Machine	\$	1,980
9.6	2 Year/1000 Hour Powertrain	\$	340
9.7	2 Year/2000 Hour Powertrain	\$	510
9.8	3 Year/1000 Hour Powertrain	\$	480
9.9	3 Year/2000 Hour Powertrain	\$	840
9.10	3 Year/3000 Hour Powertrain	\$	1,000
9.11	4 Year/4000 Hour Powertrain	\$	1,580
9.12	5 Year/5000 Hour Powertrain	\$	2,510
9.14	One set of parts, service and operators manual		No Charge

**ARTICULATING WHEEL LOADER
PRICE SCHEDULE**
(Typed responses required)

September, 2017

9.15	Preventative maintenance contract (3 years/2,000 hours) Travel included within 50 miles of Ziegler location	<u>\$3.35 per hour</u>
10.0	<u>DELIVERY STARTING POINT</u>	Nearest Ziegler Facility
	Price per loaded mile	City State Zip Code
	Price:	<u>\$ 3.00</u>
11.0	<u>NEW EQUIPMENT RENTAL PROGRAM</u>	
	If rental programs are available on the new equipment being offered, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that would be applied to the purchase price. See Solicitation Special Terms & Conditions.	
	Hourly Rental Rate:	<u>\$13.00 hourly overtime rate</u>
	Weekly Rental Rate:	<u>\$980 per week (40 hours usage)</u>
	Monthly Rental Rate:	<u>\$1,950 per month (100 hours usage)</u>
	Percent (%) of Rental Fee applied to purchase price:	<u>100%</u>
	If the new rental equipment is purchased and finance charges are applicable for the actual rental term only, state the actual interest rate here: <u>Prime Plus 3%</u>	
12.0	<u>VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM</u>	
	See Solicitation Special Terms and Conditions.	
	DEDUCT cost per Used Hour from the original Contract Price	<u>\$ 11.00</u>
13.0	<u>HOURLY SHOP RATE</u>	\$131 PER HOUR
	(Installation services may be requested on an "as needed" basis)	
14.0	<u>Total Selling Price With Included Options</u>	<u>\$ 88,750.00</u>
	<u>Trade:</u>	
	Case 580 Super E S/N:9869761	<u>\$ 9,000.00</u>
15.0	<u>Sub Total:</u>	<u>\$ 79,750.00</u>

PETITION FOR PARTIAL VACATION OF ALLEY

Dated: _____, 2018

To the Foley City Council, Benton County, Minnesota:

The undersigned is the property owner abutting the portion of alley ("Alley") described in **Exhibit A** and depicted in **Exhibit B**.

The description of the land over which the Alley passes and its owner is as follows:

OWNER	ADDRESS	DESCRIPTION OF LAND
Benjamin J. Adams	610 Norman Avenue North	See Exhibit C

I am property owner abutting the Alley. My house and garage are located on opposite sides of the Alley. The Alley does not abut any public water. The Alley has not be developed serves no useful current or future purpose and it is in the interest of the public to vacate the Alley. I would like to fence my property and construct a private driveway on Norman Avenue North. I acknowledge the existence of utilities in the Alley: an old sanitary sewer line that can be abandoned and capped; an overhead electrical line owned by Xcel Energy; and an overhead cable line owned by Midcontinent Cable. If the Alley is vacated, I acknowledge the reservation of utility easements. I ask that you proceed with the vacation of the Alley pursuant to Minn. Stat. § 412.851. I request that the Foley City Council accept this Petition and vacate the Alley. I waive the rights and requirements of service, notice, a hearing, damages, and appeal of the petitioned vacation of the Alley. I agree to pay all administrative costs incurred by the City in vacating the Alley, as well as the costs of capping the old sanitary sewer line in the Alley.

Benjamin J. Adams

Property Address: 610 Norman Avenue, Foley, Minnesota

Benjamin J. Adams

EXHIBIT A
(Easement Description)

The westerly portion of the alley lying between the following two properties in Benton County, Minnesota:

All of Lots 8, 9 and 10, of Auditor's Subdivision of Block One (1) of Hall's Second Addition to the Village of Foley, excepting therefrom the following designated portion: Commencing at the Southeast corner of said Lot 10; thence North 30° West for a distance of 90 feet to the Northeast corner of said Lot 8; thence South 60° West along the Northerly lot line of said Lot 8 a distance of 130 feet to a point; thence South 30° East a distance of 90 feet to a point; thence North 60° East a distance of 130 feet to the point of beginning, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Benton County, Minnesota.

And

Lots Nineteen (19) and Twenty (20), all in Block Two (2), of Hall's Second Addition to the Town (now City) of Foley, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Benton County, Minnesota.

EXHIBIT B
(Sketch of Requested Vacation)



EXHIBIT C
(Property Owned by Petitioner)

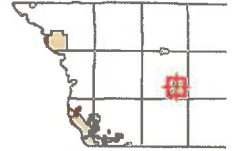
All of Lots 8, 9 and 10, of Auditor's Subdivision of Block One (1) of Hall's Second Addition to the Village of Foley, excepting therefrom the following designated portion: Commencing at the Southeast corner of said Lot 10; thence North 30° West for a distance of 90 feet to the Northeast corner of said Lot 8; thence South 60° West along the Northerly lot line of said Lot 8 a distance of 130 feet to a point; thence South 30° East a distance of 90 feet to a point; thence North 60° East a distance of 130 feet to the point of beginning, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Benton County, Minnesota.

And

Lots Nineteen (19) and Twenty (20), all in Block Two (2), of Hall's Second Addition to the Town (now City) of Foley, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Benton County, Minnesota.



Overview



Legend

Municipalities

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 Parcels

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Parcel ID	130042000	Alternate ID	n/a	Owner Address	BENJAMIN J ADAMS
Sec/Twp/Rng	26-037-029	Class	201 - RESIDENTIAL		610 NORMAN AVE N
Property Address	610 NORMAN AVE N	Acreage	n/a		PO BOX 693
	FOLEY				FOLEY, MN 56329
District	FOLEY				
Brief Tax Description	Sect-26 Twp-037 Range-029 AUD SUBD BLK 1 HALLS 2ND ADDN Lot-008 Block-001 PART OF LOTS 8, 9 & 10 BLK 1 LYING W OF E 130 FT OF SAID LOTS				
	(Note: Not to be used on legal documents)				

Date created: 6/1/2018
Last Data Uploaded: 6/1/2018 7:35:50 AM

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CITY OF FOLEY, MINNESOTA

RESOLUTION 2018-_____

RESOLUTION TO PARTIALLY VACATE ALLEY

WHEREAS, Benjamin J. Adams ("Owner") owns the property at 610 Norman Avenue North in Foley (the "Property"), described as follows:

All of Lots 8, 9 and 10, of Auditor's Subdivision of Block One (1) of Hall's Second Addition to the Village of Foley, excepting therefrom the following designated portion: Commencing at the Southeast corner of said Lot 10; thence North 30° West for a distance of 90 feet to the Northeast corner of said Lot 8; thence South 60° West along the Northerly lot line of said Lot 8 a distance of 130 feet to a point; thence South 30° East a distance of 90 feet to a point; thence North 60° East a distance of 130 feet to the point of beginning, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Benton County, Minnesota. (Tax PID No. 130042000)

and

Lots Nineteen (19) and Twenty (20), all in Block Two (2), of Hall's Second Addition to the Town (now City) of Foley, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Benton County, Minnesota. (Tax PID 130042810)

WHEREAS, an alley is currently located between Auditor's Subdivision of Block One (1) of Hall's Second Addition to the Village of Foley and Block Two of Hall's Second Addition to the Town (now City) of Foley, as described and shown on attached **Exhibit A**, which is dedicated to the City of Foley; and

WHEREAS, the Alley is not improved; and

WHEREAS, Owner's house and garage are located on opposite sides of the Alley; and

WHEREAS, no portion of the Alley desired to be vacated abuts upon, or is adjacent to any public water; and

WHEREAS, due and proper published and posted notice of public hearing has been given by the City as required by law; and

WHEREAS, after a public hearing held on this date, the City Council finds that it is in the public interest to vacate a portion of the Alley as hereinafter described.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City of Foley, Minnesota, as follows:

1. The City's easement in and over the Alley is hereby vacated.

2. Utility easements for existing overhead electrical and cable lines located in the Alley are hereby reserved.
3. Approval is conditioned on Owner's payment of all administrative costs incurred by the City in vacating the Alley.
4. Approval is conditioned on Owner's payment of all costs incurred by the City for capping the old sanitary sewer line located in the Alley.
5. The Mayor and the City Clerk are hereby authorized and directed to execute and record this Resolution with the Benton County Recorder.

This Resolution is adopted on this ____ day of July, 2018.

CITY OF FOLEY, MINNESOTA

By _____
Gerard Bettendorf, Mayor

ATTEST:

Sarah Brunn, City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF BENTON)

The foregoing was acknowledged before me this ____ day of _____, 2018, by Gerard Bettendorf, as the Mayor of the City of Foley, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF BENTON)

The foregoing was acknowledged before me this ____ day of _____, 2018, by Sarah Brunn, as the City Administrator of the City of Foley, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

EXHIBIT A

(Description and Sketch of Vacation)

The westerly portion of the alley lying between the following two properties in Benton County, Minnesota:

All of Lots 8, 9 and 10, of Auditor's Subdivision of Block One (1) of Hall's Second Addition to the Village of Foley, excepting therefrom the following designated portion: Commencing at the Southeast corner of said Lot 10; thence North 30° West for a distance of 90 feet to the Northeast corner of said Lot 8; thence South 60° West along the Northerly lot line of said Lot 8 a distance of 130 feet to a point; thence South 30° East a distance of 90 feet to a point; thence North 60° East a distance of 130 feet to the point of beginning, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Benton County, Minnesota.

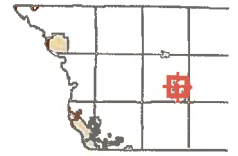
And

Lots Nineteen (19) and Twenty (20), all in Block Two (2), of Hall's Second Addition to the Town (now City) of Foley, according to the plat and survey thereof on file and of record in the office of the County Recorder in and for Benton County, Minnesota.





Overview



Legend

Municipalities

 CITY

 TWP

 Parcels

 Highways

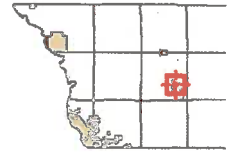
Date created: 5/30/2018
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Overview



Legend

Municipalities

 CITY

 TWP

 Parcels

 Highways

Parcel ID 130109700
Sec/Twp/Rng 26-037-029
Property Address

Alternate ID n/a
Class 206 - RES 1-3 UNITS
Acreage n/a

Owner Address JAGJIT SINGH &
JAGDISH KAUR
23057 COUNTY ROAD 75
ST CLOUD, MN 56301

District FOLEY
Brief Tax Description Sect-26 Twp-037 Range-029 KAMPA MEADOWS OUTLOTA
(Note: Not to be used on legal documents)

Date created: 6/1/2018
Last Data Uploaded: 6/1/2018 7:35:50 AM

Developed by



Sarah Brunn

From: Mark Pappenfus <foleypwks@cloudnet.com>
Sent: Tuesday, April 10, 2018 1:02 PM
To: Sarah Brunn
Subject: Golf Court Street Lights
Attachments: Stone Creek Street Lights.pdf

Sarah,

As Council requested, here is what I found out about installing street lights down along Golf Court in the Banks of Stone Creek addition.

I met with a rep of East Central Energy to look at light placement. On the attached map is what he is recommending:
-Where the red X is on the map they will install an arm on the existing wood pole and a Cobra style light head to light this intersection. This is the same style street lights that we have on most wood poles in the residential areas of town and will be an LED light.

-Where the 3 red dots are on the map along the West & North sides of Golf Court they will install a decorative style street light & post. These lights will look similar to the street lights in Lange Estates except that they will be LED lights.

The cost to install these 4 lights will be \$2,800.00 complete.

We will have a monthly charge (same as existing lights) for the Cobra style light of \$7.69 per month and \$8.57 per month for each of the 3 decorative style lights – total additional charge of \$33.40 per month.

Do we want to talk to the Developer about possibly assisting in this project?

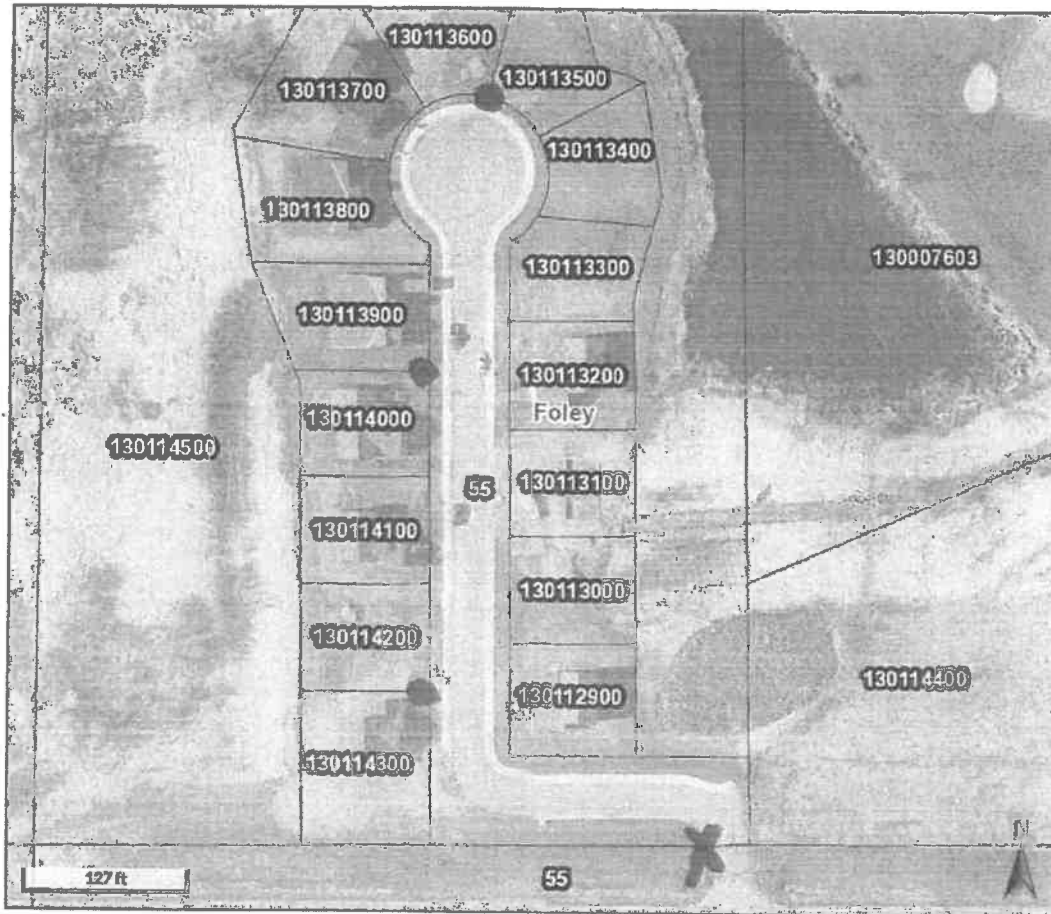
We will probably want to run these numbers past the Council at the May Meeting.

Let me know if they need anything else.

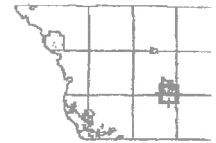
Thanks, Mark

Mark Pappenfus
City of Foley Public Works Director
320-290-9186

BeaconTM Benton County, MN



Overview



Legend

- Municipalities
 - CITY
 - TWP
- Parcels
- Highways

Parcel ID	55	Alternate ID	n/a	Owner Address	n/a
Sec/Twp/Rng	n/a	Class	n/a		
Property Address		Acreage	n/a		
District	n/a				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 4/2/2018
Last Data Uploaded: 4/2/2018 7:23:00 AM

 Developed by
The Schneider Corporation



Minnesota Department of Transportation

District 3

7694 Industrial Park Road
Baxter, MN 56425

May 10, 2018

Office Phone: 218-828-5700

Fax: 218-828-5814

Toll Free: 1-800-657-3971

Ms. Sarah Brunn
City Administrator
City of Foley
Post Office Box 709
Foley, MN 56329

Dear Ms. Brunn:

Congratulations! We are pleased to inform you that your Transportation Alternatives (TA) program application for Foley Safe Routes to School project was selected for funding by the Central Minnesota Area Transportation Partnership (ATP-3) on April 5, 2018.

ATP-3 approved selection of your project for TA funding acting on the recommendation of the ATP-3 Area Transportation Improvement Program Committee. This committee met on March 21, 2018 to review the March 6, 2018 recommendation of the ATP-3 Transportation Alternative (TA) Program Committee. The TA Program Committee's recommendation was based on a technical evaluation and scoring of all applications and consideration of regional priorities and funding.

A total of \$1.6 million in federal TA funds was made available to the central Minnesota region for the 2022 solicitation. Your project was awarded \$483,075 in federal funds for fiscal year 2022, which is from July 1, 2021 to June 30, 2022. Please note that federal funding for your project is capped and that you will be responsible for the local matching funds and any additional costs that may be necessary to complete the project as proposed in your application.

Note, before starting work on your project, the project must first be programmed into the State Transportation Improvement Program (STIP) and you must secure federal authorization. Please do not expend any funds or proceed with any phase of your project that you wish to be reimbursed for until you have been notified the project is authorized and an executed agreement is in place between the project sponsor and the Minnesota Department of Transportation (MnDOT).

The MnDOT State Aid Office can assist you with specific guidance on managing your TA project and negotiating the federal process for reimbursement. Locally, you can contact District 3 State Aid Engineer Kelvin Howieson at (218) 828-5707 or kelvin.howieson@state.mn.us for assistance.

Again, congratulations again on a successful application. If you would like to receive a copy of the summary of the ATP-3 TA Program Committee's review of your application, please contact Mary Nieken at (218) 828-5715 or mary.nieken@state.mn.us.

Sincerely,


Steven J. Voss
District Planning Director

cc: Kelvin Howieson, MnDOT District 3

Chris Byrd, Public Works Director, Benton County Highway Department, Post Office Box 247,
Foley, MN 56329

Jon Mason, Region 7W, Minnesota Department of Transportation, District 3
An Equal Opportunity Employer



TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 06-05-18 COUNCIL MEETING
DATE: JUNE 1, 2018

Consent Agenda

An encroachment agreement is included in your packet. This agreement allows for the crossing of city property between 2 privately owned properties. Initially, the property owner desired to purchase this small strip of alley from the city but because utilities that service the townhomes are laid within in this property the city is not able to sell it. Staff has prepared an encroachment agreement which allows the crossing and also the ability to hard surface some of the city property. If access to the utilities are needed at some point, CFR would be responsible for replacement of the hard surfacing. The agreement also holds the city harmless for any concerns regarding the use of the property. As part of this agreement CFR also provided the city with a needed permanent easement for the Dewey project. The city does have the ability to terminate this agreement at any time and it will be recorded to the property.

2017 Audit Report

Schlenner & Wenner will be at the meeting to present the council with the 2017 audit report. Hard copies will be provided to the council at the meeting. Due to the size of the report it will only be provided to council members electronically prior to the meeting when you will receive a bound book. The council will need to accept the audit report after the presentation.

Public Hearing – Liquor Licenses Renewals

A number of liquor licenses are on the council agenda for approval. These are renewals with one renewal/transfer of Stone Creek. All the backgrounds came back clear and property taxes are current. After the public hearing the council should make a motion to approve the liquor licenses.

Tobacco License Renewals

All the listed tobacco license applicants have submitted appropriate fees, applications and had background checks completed. No public hearing is required, simply a motion of the city council to approve.

Kenny Nadeau – Foley Area Smoke Alarm Campaign

Mr. Nadeau will be at the meeting to present a smoke alarm program. The fire department discussed this program with city office staff and we have no concerns serving as a contact point for those interested in participating in the program if the council would like to move forward.

2018A Bonds Sale

A few different documents are included in your packet regarding the bond sale. First off, a municipal advisor agreement is included for approval. The laws have changed regarding offering municipal advisor services and an agreement is necessary in order to proceed with the bond sale. In addition, the details of the bond proposal and an authorizing resolution are included in your packet. The financing plan is very similar to that presented earlier. One thing I want to make sure the council is aware of is that this financing is back-end loaded, meaning higher debt service repayments come later in the term. This was done to best stabilize the city's overall debt service levy to the taxpayers. We have also committed water/sewer revenues to the repayment of this debt service. We will be issuing the bonds in July and address the sale at the July 10th council meeting.

Discussion on Birch Drive

Because of the water main break and damage to the road, staff has prepared estimates for the repair of Birch Drive. In addition, staff included some numbers for repairs for an alley on 2nd Avenue (between Dewey & Main). Please stop out to both locations before the meeting if you haven't already viewed them. City Engineer Jon Halter will be prepared to discuss the quotes with the council on Tuesday.

Discussion on loader

Public Works Director Mark Pappenfus will be reviewing the state bid loader quote with the council on Tuesday. There has been money set aside in the 2018 CIP for a loader and a couple other pieces of equipment.

Discussion on 610 Norman Ave N Alley Vacation

We received a request to vacate an old alley near 610 Norman Avenue N. Details are included in your packet. Staff is comfortable proceeding with this vacation. If the council wishes to proceed the ONLY action required of the council at this time is to make a motion to set a public hearing for July 10th. The action will require a public hearing and then adoption of a resolution (a draft of this resolution is included in your packet). Please keep in mind the new property owner will be responsible for all costs associated with this transaction.

Discussion on Kampa Meadows Drainage

A number of council members have stopped in trying to get more information on the drainage ditch on the north side of Kampa Meadows. I pulled the drainage plan and development agreement and also consulted with our attorney on the matter. We are confident the city has no responsibility with maintaining this drainage ditch. Staff also reached out to the county on this matter and can provide more of an update to the council at the meeting.

Discussion on Kampa Meadows Out lot

I was contacted by the developer who purchased the property to the east of Kampa Meadows which also included the out lot on the northwest corner. He inquired if the city would be interested in purchasing the small out lot piece. The property would not be able to be utilized for anything other than open space and if the city were to proceed we would be responsible for the mowing/maintenance. A map is included in your packet.

Discussion on Golf Court Street Lights

The public works director obtained information on installing street lights out in Golf Court estates and it is included in your packet again. I did reach out to the developer who has agreed to pay for half of the costs of the lighting install if the council would like to move forward.

Discussion on Highway 23 Pedestrian Safety Improvements

Councilmember Kasner requested a discussion on the potential of installing some of the Highway 23 safety improvements early. If the city were to proceed in this process we would be responsible for all costs until 2022 and be responsible to later move and reinstall. In order to install the pedestrian crossings appropriate handicap accessibility ramps must be installed and the additional costs would likely be very high for the city. The radar feedback signs are a possibility to be installed early and would cost about \$20,000 for both of them. The school also indicated they may be willing to cost-share for a portion but only up to their already committed funds of \$48,000 for the project. The additional costs would be the city's responsibility.

Upcoming Reminders

- Pool opens June 6th!
- Foley Fun Days coming soon....June 18-20.
- July council meeting is scheduled for Tuesday, July 10th! This meeting is moved back one week due to the holiday.