



**City Council – Meeting Agenda
December 5, 2017 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
 - Approve minutes of November 7, 2017.
 - Adopt Resolution #2017-36 Library Grant Authorization
 - Accept resignation of Josh Neumann, part-time police officer.
 - Approve hiring of James Swioklo (next on eligibility list) as part-time police officer.
 - Adopt Resolution #2017-37 Adopting County Hazard Mitigation Plan
 - Adopt Resolution #2017-38 Accepting Donation
 - Approve tobacco license of Dollar General, 320 Broadway Ave N.
 - Approve payment of bills.
5. Update on Wastewater Facility Plan – Jessica Hedin, S.E.H.
6. Public Hearing –ROW & Small Cell Facilities Ordinance
 - Adopt Ordinance #434 – ROW & Small Cell Facilities
7. Mayor's Comments & Open Forum.
8. Department Reports:
 - City Engineer – Jon Halter
 - Police Department –Katie McMillin
 - City Attorney – Adam Ripple
 - Discuss and approve Police Union Contract with MNPEA for 2018, 2019 & 2020.
 - ~~Public Works – Mark Pappenfus~~
 - Administration – Sarah Brunn
 - Discussion on purchase of City Hall computer server.
9. Truth in Taxation – Public Hearing – **CANNOT START UNTIL 6:00p.m.**
 - Adopt Resolution #2017- 39 Approving Final Levy
10. Old Business
11. New Business
12. Annual Performance Review of City Administrator – CLOSED SESSION
13. Adjourn

CITY OF FOLEY, MINNESOTA
REGULAR CITY COUNCIL MEETING – November 7, 2017

The Foley City Council held a regular meeting on November 7, 2017, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Kris du'Monecaux, Brian Weis, and Gary Swanson.

Members Absent: None

The pledge of allegiance was recited.

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

Motion by Gondeck, seconded by Weis, to approve the consent agenda after removing item #6 (Hiring of part-time officer Tim Dwyer). The consent agenda includes the following:

- Approve minutes of October 3, 2017.
- Adopt Resolution #2017 – 31 Joint Resolution with Benton County for Dewey Street Variance.
- Approve Gopher Ave Feasibility Study Amendment.
- Adopt Resolution #2017 - 32 Adopting Polling Place for 2018 Elections
- Approve Joint Powers Agreement with RCTAG
- Approve payment of bills paid for with checks #50009-#50079.

Motion carried, unanimous.

New Life Church – Sign Site Plan Approval

The council was presented with the site plan for the installation of a sign at New Life Church. The Planning Commission recommended approval of the site plan at their October meeting. Motion by Gondeck, seconded by Swanson, to approve the sign plan. Motion carried, unanimous.

Public Hearing – Fee Schedule Ordinance

Mayor Bettendorf recessed the regular city council meeting at 5:34 p.m. to conduct a public hearing on the fee schedule ordinance. Chad Dombrovski, 264 Balsam Drive, questioned his I/I assessment charges. Bettendorf directed him to the next agenda item. Rosalie Musachio, 150 Cottage Grove, requested the council consider lowering the park shelter fees for the Holdridge Park shelter and indicated no one is renting it because of the high fees. Musachio also requested the council add recycling out at the parks. City Administrator Sarah Brunn explained the staff costs required to clean the park before and after each reservation and that nearly all summer weekends are booked at Holdridge each year. No one else spoke for or against. Mayor Bettendorf reconvened the regular city council meeting at 5:41 p.m.. Motion by du'Monceaux, seconded by Weis, to adopt Ordinances #431 Schedule of Fees, Ordinance #432 Water Rates and Ordinance #433 Sewer Rates. Motion carried, unanimous.

Public Hearing – Weed & I/I Penalty Assessments

Mayor Bettendorf recessed the regular city council meeting at 5:43 p.m. to conduct a public hearing on the proposed weed and I/I assessments. Chad Dombrovski, 264 Baslam Drive, questioned what portion of penalties are going back into a fund to help residents make their

private property repairs. Dombrovski indicated frustration with the change in code and a lack of funds to make his necessary repairs. Dombrovski requested the city make his private property repairs and assess the costs over the course of 15 years or so. du'Monceaux responded that the council cannot assist private parties and set that precedence. Weis indicated other residents had to pay for and make their own repairs. Bettendorf indicated some residents took out loans to make their corrections. Swanson indicated a need to find a way to be compliant to avoid fines. Gondeck elaborated on the issue being a part of the bigger wastewater issue. Barb Zeroth, 641 4th Avenue N, expressed concerns over fines since they felt only service lateral issues remained. Staff indicated they will follow up with Zeroth to explain the needed repairs. Bettendorf reconvened the regular city council meeting at 6:04 p.m. Motion by du'Monceaux, seconded by Swanson, to adopt Resolution #2017-33 Certifying Weed Assessments and Resolution #2017-34 Certifying I/I Penalty Assessments. City Attorney Adam Ripple advised the council the motion should allow staff to adjust the final lists if necessary prior to certification at the county level. Motion carried, unanimous.

Discussion on Police Squad Car Purchase

The council was presented with options to purchase a new squad in 2018. Chief McMillin presented a memo and specs on a Chevy Tahoe, Ford Utility and Ford Sedan. Low quote was for the Ford Sedan at a cost of \$31,938.89. The state bid for a Chevy Tahoe was \$43,390.88 with local dealer Murphy Chevrolet matching the state big price of \$43,390.88. Swanson and du'Monceaux indicated a desire to purchase a Tahoe and support the local dealership. Motion by Swanson, seconded by Weis, to approve the quote from Murphy Chevrolet for the Tahoe with a total cost of \$43,390.88. Motion carried, unanimous.

Gopher Ave and Broadway Sidewalk – Preliminary Assessment Hearing

Mayor Bettendorf recessed the regular city council meeting at 6:06 p.m. to conduct the public hearing on the Gopher and Broadway project. City Engineer Jon Halter gave an overview of the project, timeline and costs. Bettendorf questioned the curbing. Rosalie Musachio, 150 Cottage Grove, asked about the sewer and water services located under her home and how it would be handled. Halter indicated Musachio will not be assessed and existing pipe will be capped. Musachio expressed concern over critters getting into her home if the pipe remains and also asked about the potential to build a structure over the top of it. Joseph Buhs, 201 Hill Ave, asked about a fence he owns that runs along Gopher. Halter indicated the road should not impact the fence. Evelyn Kirby, 50 Broadway Ave N, questioned if the existing and abutting sidewalk to the newly proposed would also be replaced with the new section. Staff will research this option to be included with the project. Duane Foss, representing 121 Hill Ave, asked if direct storm water connections will be installed as part of the project. Halter indicated the design includes this option. Mayor Bettendorf reconvened the regular city council meeting at 6:31 p.m. Motion by Gondeck, seconded by du'Monceaux, to adopt Resolution #2017-35 Order Improvements and Preparation of Plans. Motion carried, unanimous.

Mayor's Comments and Open House

Deb Olson, 600 Dewey Street, indicated she was advising the city council of an attorney general opinion regarding trees. Olson indicated she was sent a letter from staff regarding a tree branch overhanging onto the neighbor's property that she was to remove within 10 days. She also questioned the validity of her neighbor's rental license.

Department Reports

City Engineer Jon Halter updated the council on letters to be sent regarding the Dewey/Gopher service lateral work.

Police Chief Katie McMillin updated the council on the monthly law enforcement report and two tobacco violations. The council set up a public hearing for December 5, 2017, to address the tobacco violations.

Public Works Director Mark Pappenfus updated the council on changes to the Foley Fun Days parade and carnival due to road construction in 2018. Pappenfus also updated the council on the activities of the public works department including the rental house, jetting and snow removal.

City Administrator Sarah Brunn updated the council on the MPCA sulfates hearing, the small cell tower ordinance, water/wastewater project planning and the proposed 2018 council meeting schedule.

Old Business

There was no old business.

New Business

Gondeck presented the recommendation of the personnel committee on the 2018 employee health insurance benefits, which includes migrating the plan from a traditional co-pay plan to a health savings plan. Motion by Gondeck, seconded by Swanson, to approve the change effective in 2018. Motion carried, unanimous.

Motion by Gondeck, seconded by Swanson, to adjourn. Motion carried, unanimous.

Sarah A. Brunn, Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017-36

A RESOLUTION AUTHORIZING LIBRARY PUSH BUTTON DOOR GRANT PROJECT

WHEREAS, the City of Foley owns and operates the building located at 251 4th Avenue N which houses the Foley Public Library;

WHEREAS, the City of Foley determined a need for a push-button handicap accessible system be installed to the entrance of the Foley Public Library;

WHEREAS, the City of Foley applied for and has been offered grant funds through the MN Department of Education in the amount of \$2,875.00;

WHEREAS, the City of Foley will provide the matching dollars to complete the project in the amount of \$2,875.00;

WHEREAS; the City of Foley has reviewed the end grant agreement and will comply with requirements and assurances outlined in the Capital Grants Manual;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Benton County, Minnesota, hereby authorizes the grant project, the signing of end grant agreement and installation of the push-button handicap accessible mechanism at 251 4th Avenue N.

PASSED AND ADOPTED by the Foley City Council, this 5th day of December, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Josh Neumann
1224 E 1st St. Apt. A
Duluth, MN 55805
320-493-9735

11/08/2017

Chief McMillin
Foley Police Department
251 4th Ave N.
Foley, MN 56329
320-968-0801

Katie,


I am providing this letter as notice to you and the City of Foley of my voluntary separation of employment from the Foley Police Department, effective two weeks from November 13th, 2017. My last date of availability will be November 27th, 2017. I have made this decision in light of receiving an offer for full time employment from the University of Minnesota Duluth Police Department.

Through my employment with the Foley Police, I learned a great deal about the role of law enforcement in a community. It became quickly apparent that this role was often changing, but always professional, consistent, and rewarding. The Foley Police really is a part of the community of Foley. As soon as field training, I noticed your department embraces the idea that police authority is derived from community trust rather than a badge, gun, or uniform. At Foley PD, we understand effective policing can only exist alongside a healthy, active police-community relationship, and it has been a humbling honor to take a part in the cultivation of this relationship. Now, I look forward to taking this knowledge further in my professional policing career closer to home.

I unfortunately must resign from the Foley Police Department rather than remain on staff due to an inability to hold outside employment while a probationary officer for UMD. I understand my backgrounder spoke about the possibility of me holding employment outside UMD, but this is typically only allowed by their administration once probation has been passed. As much as I would enjoy remaining a Foley Police Officer, it is not possible alongside full time employment with this agency.

I am grateful for the opportunity you have provided me to serve your police department and the city of Foley as a whole. Thank you.

Respectfully,



Josh Neumann #8812

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017-37

ADOPTION OF THE BENTON COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of Foley has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Benton County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Benton County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Benton County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Benton County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Benton County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Foley supports the hazard mitigation planning effort and wishes to adopt the Benton County All-Hazard Mitigation Plan.

PASSED AND ADOPTED by the Foley City Council, this 5th day of December, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Minnesota Crosswalk – Local Hazard Mitigation Plan Review Tool HSEM Review

The requirements in this crosswalk are based on FEMA's Local Mitigation Plan Review Guide, October 1, 2011. State mitigation staff will review the plan to determine if the requirements were met. The crosswalk will be sent back to the jurisdiction and consultant for correction if requirements were not met. The plan and crosswalk will be sent to FEMA for review once all requirements are met. FEMA will review the plan and communicate the results through state mitigation staff.

Consultants are asked complete:

- Page 1 - plan and contact information.
- Section 1 - add the page number in the Location column showing where the plan meets the requirements.
- Section 2 – add the county and city jurisdictions participating in the plan. School districts, city utilities, and private non-profits should also be added if they participated in the risk assessment review and developed mitigation actions.

The draft plan and completed crosswalk will be sent to HSEM mitigation staff for review. Staff will record if the requirement was met or not met and provide feedback.

Jurisdiction:	Title of Plan:	Date of Plan:
Benton County	Benton County Multi-Hazard Mitigation Plan	November 2017
Local Point of Contact:	Address:	
James McDermott	Benton County Emergency Management	
Title: Emergency Management Director	531 Dewey St. P.O. Box 129	
Agency: Benton County Emergency Management	Foley, MN 56329	
Phone Number: 320-968-8105	E-Mail: jmcdermott@co.benton.mn.us	
State Reviewer: Jim McClosky	Title: Mitigation Planner	Date: 11/9/2017

SECTION 1: REGULATION CHECKLIST
ELEMENT A. PLANNING PROCESS

A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? 44 CFR 201.6(c)(1)		
REQUIREMENT	LOCATION	HSEM Review
a. Documentation of how the plan was prepared must include the schedule or timeframe and activities that made up the plan's development as well as who was involved. Documentation typically is met with a narrative description, but may also include, for example, other documentation such as copies of meeting minutes, sign-in sheets, or newspaper articles.	<p>Section 2.1 Steering Committee Information</p> <p>Section 2.2 Review of Existing Plans</p> <p>Section 2.3 Planning Process Timeline and Steps</p> <p>Appendix E Steering Committee Meetings</p> <p>Appendix F Public Outreach & Engagement Documentation</p> <p>Appendix K Local Mitigation Capabilities Assessment Report</p>	<i>Requirement Met</i>
b. The plan must list the jurisdiction(s) participating in the plan that seek approval.	<p>Section 1.1.1 Scope</p> <p>Section 2.3 Review of Existing Plans</p> <p>Section 5.3.2 Mitigation Actions by Community</p>	<i>Requirement Met</i>
c. The plan must identify who represented each jurisdiction. The Plan must provide, at a minimum, the jurisdiction represented and the person's position or title and agency within the jurisdiction.	<p>Section 2.1 Steering Committee Information</p> <p>Appendix E Steering Committee Meetings</p> <p>Appendix K Local Mitigation Capabilities Assessment Report</p>	<i>Requirement Met</i>
d. For each jurisdiction seeking plan approval, the plan must document how they were involved in the planning process.	Section 2.1 Steering Committee Information	<i>Requirement Met</i>

<p>For example, the plan may document meetings attended, data provided, or stakeholder and public involvement activities offered. Jurisdictions that adopt the plan without documenting how they participated in the planning process will not be approved.</p>	<p>Section 2.3 Planning Process Timeline and Steps</p> <p>Section 4.1.2 Vulnerability Assessment by Jurisdiction</p> <p>Section 5.1 Community Capability Assessments</p> <p>Section 5.3.2 Mitigation Actions by Community</p> <p>Appendix E Steering Committee Meetings</p> <p>Appendix G Mitigation Actions by Jurisdiction</p> <p>Appendix K Local Mitigation Capabilities Assessment Report</p>	
<p>e. Plan updates must include documentation of the current planning process undertaken to update the plan.</p>	<p>Section 1.1.1 Scope</p> <p>Section 2.1 Steering Committee Information</p> <p>Section 2.2 Review of Existing Plans</p> <p>Section 2.3 Planning Process Timeline and Steps</p> <p>Section 4.1.2 Vulnerability Assessment by Jurisdiction</p> <p>Section 4.1.3 Calculated Priority Risk Index</p> <p>Section 5 Mitigation Strategy</p>	<p><i>Requirement Met</i></p>

	Appendix E Steering Committee Meetings Appendix F Public Outreach & Engagement Documentation	
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A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? 44 CFR 201.6(b)(2)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must identify all stakeholders involved or given an opportunity to be involved in the planning process. At a minimum, stakeholders must include: 1) Local and regional agencies involved in hazard mitigation activities; 2) Agencies that have the authority to regulate development; and 3) Neighboring communities.	Section 1.1.1 Scope Section 2.1 Steering Committee Information Appendix E Steering Committee Meetings Appendix F Public Outreach & Engagement Documentation	<i>Requirement Met</i>
b. The Plan must provide the agency or organization represented and the person's position or title within the agency.	Section 2.1 Steering Committee Information Appendix E Steering Committee Meetings	<i>Requirement Met</i>

A3. Does the Plan document how the public was involved in the planning process during the drafting stage? 44 CFR 201.6(b)(1) and 201.6(c)(1)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must document how the public was given the opportunity to be involved in the planning process and how their feedback was incorporated into the plan. Examples include, but are not limited to, sign-in sheets from open meetings, interactive websites with drafts for public review and comment, questionnaires or surveys, or booths at popular community events.	Section 2.3 Planning Process Timeline and Steps Appendix F Public Outreach & Engagement Documentation	<i>Requirement Met</i>

b. The opportunity for participation must occur during the plan development, which is prior to the comment period on the final plan and prior to the plan approval / adoption.	Section 2.3 Planning Process Timeline and Steps Appendix F Public Outreach & Engagement Documentation	
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A4. Does the Plan document the review and incorporation of existing plans, studies, reports, and technical information? 44 CFR 201.6(b)(3)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must document <i>what</i> existing plans, studies, reports, and technical information were reviewed. Examples of the types of existing sources reviewed include, but are not limited to, the state hazard mitigation plan, local comprehensive plans, hazard specific reports, and flood insurance studies.	<p>Section 2.2 Review of Existing Plans</p> <p>Section 4.4 Hazard Profiles (4.4.1 – 4.4.12 – see Plans and Programs in Place / Program Gaps and Deficiencies sections)</p> <p>Section 5.1 Community Capability Assessments</p> <p>Section 5.1.2 Plans and Ordinances</p> <p>Appendix J Benton County Plans & Programs in Place</p> <p>Appendix K Local Mitigation Capabilities Assessment Report</p>	<p><i>Requirement Met</i></p>
b. The plan must document <i>how</i> relevant information was incorporated into the mitigation plan.	<p>Section 2.2 Review of Existing Plans</p> <p>Section 4.1.1 Hazard Identification</p> <p>Section 4.1.2 Vulnerability Assessment by Jurisdiction</p>	<p><i>Requirement Met</i></p>

	Section 4.4 Hazard Profiles (4.4.1 – 4.4.12, see Plans and Programs in Place / Program Gaps and Deficiencies sections) Section 5.1 Community Capability Assessments Section 5.2 Mitigation Goals Section 5.3.2 Mitigation Actions by Community	
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A5. Is there discussion on how the community(ies) will continue public participation in the plan maintenance process? 44 CFR 201.6(c)(4)(iii)			HSEM Review
REQUIREMENT	LOCATION		
a. The plan must describe how the jurisdiction(s) will continue to seek public participation after the plan has been approved and during the plan's implementation, monitoring and evaluation.	Section 6.3 Continued Public Involvement		<i>Requirement Met</i>

A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? 44 CFR 201.61(4)(i)				
REQUIREMENT		LOCATION		HSEM Review
a. The plan must identify how, when, and by whom the plan will be monitored.		Section 6.1 Monitoring, Evaluation, and Updating the Plan		<i>Requirement Met</i>
b. The plan must identify how, when, and by whom the plan will be evaluated.		Section 6.1 Monitoring, Evaluation, and Updating the Plan		<i>Requirement Met</i>
c. The plan must identify how, when, and by whom the plan will be updated.		Section 6.1 Monitoring, Evaluation, and Updating the Plan		<i>Requirement Met</i>

d. The plan must include the title of the individual or name of the department/ agency responsible for leading each of these efforts.	Section 6.1 Monitoring, Evaluation, and Updating the Plan	
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ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT

B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction? 44 CFR 201.6(c)(2)(i) and 44 CFR 201.6(c)(2)(iii)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must include a description of the natural hazards that can affect the jurisdiction(s) in the planning area.	Section 4.4 Hazard Profiles (4.4.1 – 4.4.12)	<i>Requirement Met</i>
b. The plan must provide the rationale for the omission of any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area.	Section 4.1.2 Vulnerability Assessment by Jurisdiction	<i>Requirement Met</i>
c. The description, or profile, must include information on location, extent, previous occurrences, and future probability for each hazard. Previous occurrences and future probability are addressed in sub-element B2.	Section 4.1.3 Calculated Priority Risk Index Section 4.4 Hazard Profiles (4.4.1 – 4.4.12) Appendix C Benton County Hazard Events	<i>Requirement Met</i>
d. For participating jurisdictions in a multi-jurisdictional plan, the plan must describe any hazards that are unique and/or varied from those affecting the overall planning area.	Section 4.4 Hazard Profiles (4.4.1 – 4.4.12, see "Vulnerability" sections)	<i>Requirement Met</i>

B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? 44 CFR 201.6(c)(2)(i)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must include the history of previous hazard events for each of the identified hazards.	Section 4.1.6 National Centers for Environmental Information (NCEI) Records Section 4.1.7 FEMA Declared Disasters Section 4.4 Hazard Profiles (4.4.1 – 4.4.12, see "History" sections)	<i>Requirement Met</i>

	Appendix C Benton County Hazard Events	
b. The plan must include the probability of future events for each identified hazard.	Section 4.4 Hazard Profiles	Requirement Met
c. Plan updates must include hazard events that have occurred since the last plan was developed.	Section 4.1.6 National Centers for Environmental Information (NCEI) Records Section 4.1.7 FEMA Declared Disasters Section 4.4 Hazard Profiles (4.4.1 – 4.4.12, see "History", "Vulnerability", and "Climate Change" sections).	Requirement Met
	Appendix C Benton County Hazard Events	

B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? <i>44 CFR 201.6(c)(2)(ii)</i>		
REQUIREMENT	LOCATION	HSEM Review
a. For each participating jurisdiction, the plan must describe the potential impacts of each of the identified hazards on the community.	Section 4.1.2 Vulnerability Assessment by Jurisdiction Section 4.1.3 Calculated Priority Risk Index	Requirement Met
b. The plan must provide an overall summary of each jurisdiction's vulnerability to the identified hazards. The overall summary of vulnerability identifies structures, systems, populations or other community assets as defined by the community that are susceptible to damage and loss from hazard events. A plan will meet this sub-element by addressing the requirements described in §201.6(c)(2)(ii)(A-C).	Section 4.4 Hazard Profiles (4.4.1 – 4.4.12) Section 4.1.2 Vulnerability Assessment by Jurisdiction Section 4.1.3 Calculated Priority Risk Index Section 4.4 Hazard Profiles (4.4.1 – 4.4.12, see "Vulnerability" sections)	Requirement Met

B4. Does the Plan address NFIP insured structures within each jurisdiction that have been repetitively damaged by floods? 44 CFR 201.6(c)(2)(ii)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must describe the types (residential, commercial, institutional, etc.) and estimate the numbers of repetitive loss properties located in identified flood hazard areas.	Section 4.4.5 Vulnerability and Hazus-MH Analysis Section 5.1.1 National Flood Insurance Program	<i>Requirement Met</i>

ELEMENT C. MITIGATION STRATEGY

C1. Does the plan document each jurisdiction's existing authorities, policies, programs and resources, and its ability to expand on and improve these existing policies and programs? 44 CFR 201.6(c)(3)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must describe each jurisdiction's existing authorities, policies, programs and resources available to accomplish hazard mitigation.	Section 4.4 Hazard Profiles (4.4.1 – 4.4.12) Section 5.1.2 Plans and Ordinances Appendix J Benton County Plans & Programs in Place Appendix K Local Mitigation Capabilities Assessment Report	<i>Requirement Met</i>

C2. Does the Plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? 44 CFR 201.6(c)(3)(ii)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must describe each jurisdiction's participation in the NFIP and describe their floodplain management program for continued compliance. Simply stating "The community will continue to comply with NFIP," will not meet this	Section 4.4.5, Flash Flood and Riverine Flood (Plans & Programs in Place – NFIP)	<i>Requirement Met</i>

<p>requirement. The description could include, but is not limited to:</p> <ul style="list-style-type: none"> • Adoption and enforcement of floodplain management requirements, including regulating new construction in Special Flood Hazard Areas (SFHAs); • Floodplain identification and mapping, including any local requests for map updates; or • Description of community assistance and monitoring activities. 	<p>Section 5.1.1 National Flood Insurance Program (NFIP)</p> <p>Appendix K Local Mitigation Capabilities Assessment Report</p>	
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C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? 44 CFR 201.61(3)(g)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must include general hazard mitigation goals that represent what the jurisdiction(s) seeks to accomplish through mitigation plan implementation.	Section 1.1.1 Scope	<i>Requirement Met</i>
<i>Goals are broad policy statements that explain what is to be achieved.</i>	Section 5.2 Mitigation Goals	
b. The goals must be consistent with the hazards identified in the plan.	Section 5.2 Mitigation Goals	<i>Requirement Met</i>

C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? 44 CFR 201.60(3)(vi) and 44 CFR 201.60(3)(v)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must include a mitigation strategy that 1) analyzes actions and/or projects that the jurisdiction considered to reduce the impacts of hazards identified in the risk assessment, and 2) identifies the actions and/or projects that the jurisdiction intends to implement.	Section 5.3 Mitigation Action and Project Strategies	<i>Requirement Met</i>
	Appendix G Mitigation Actions by Jurisdiction	
b. Each jurisdiction participating in the plan must have mitigation actions specific to that jurisdiction that are based	Section 5.3.1 Hazard Mitigation Actions	<i>Requirement Met</i>

on the community's risk and vulnerabilities, as well as community priorities.	Table 32, Benton County Master Mitigation Action Chart (2017-2021) Section 5.3.2 Mitigation Actions by Community Appendix G Mitigation Actions by Jurisdiction	
c. The action plan must reduce risk to existing buildings and infrastructure as well as limit any risk to new development and redevelopment. <i>With emphasis on new and existing building and infrastructure means that the action plan includes a consideration of actions that address the built environment.</i>	Table 32, Benton County Master Mitigation Action Chart (2017-2021) Appendix G Mitigation Actions by Jurisdiction	<i>Requirement Met</i>

C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? 44 CFR 201.6©(3)(iii) and 44 CFR ©(3)(iv)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must describe the criteria used for prioritizing implementation of the actions.	Section 5.3.1 Hazard Mitigation Actions Table 31, Criteria for Mitigation Action Priority Ranking	<i>Requirement Met</i>
b. The plan must demonstrate when prioritizing hazard mitigation actions that the local jurisdictions considered the benefits that would result from the hazard mitigation actions versus the cost of those actions. The requirement is met as long as the economic considerations are summarized in the plan as part of the community's analysis. A complete benefit-cost analysis is not required. Qualitative benefits (for example, quality of life, natural and beneficial values, or	Section 5.3.1 Hazard Mitigation Actions Table 31, Criteria for Mitigation Action Priority Ranking	<i>Requirement Met</i>

other "benefits") can also be included in how actions will be prioritized.		
c. The plan must identify the position, office, department, or agency responsible for implementing and administering the action (for each jurisdiction), and identify potential funding sources and expected timeframes for completion.	Table 32, Benton County Master Mitigation Action Chart (2017-2021) Appendix G Mitigation Actions by Jurisdiction (See "Responsibility", "Timeframe", and "Possible Funding" columns)	Requirement Met

C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? 44 CFR 201.6(c)(4)(iv)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must describe the community's process to integrate the data, information, and hazard mitigation goals and actions into other planning mechanisms.	Table 32, Benton County Master Mitigation Action Chart (2017-2021) Appendix G Mitigation Actions by Jurisdiction (See "Comments on Planning Mechanisms for Implementation" column)	Requirement Met
b. The plan must identify the local planning mechanisms where hazard mitigation information and/or actions may be incorporated.	Table 32, Benton County Master Mitigation Action Chart (2017-2021) Appendix G Mitigation Actions by Jurisdiction (See "Comments on Planning Mechanisms for Implementation" column)	Requirement Met
c. A multi-jurisdictional plan must describe each participating jurisdiction's individual process for integrating hazard mitigation actions applicable to their community into other planning mechanisms.	Table 32, Benton County Master Mitigation Action Chart (2017-2021) Appendix G Mitigation Actions by Jurisdiction	Requirement Met

d. The updated plan must explain how the jurisdiction(s) incorporated the mitigation plan, when appropriate, into other planning mechanisms as a demonstration of progress in local hazard mitigation efforts	(See "Comments on Planning Mechanisms for Implementation" column)	
	Table 32, Benton County Master Mitigation Action Chart (2017-2021) Appendix G Mitigation Actions by Jurisdiction	Requirement Met
e. The updated plan must continue to describe how the mitigation strategy, including the goals and hazard mitigation actions will be incorporated into other planning mechanisms.	(See "Comments on Planning Mechanisms for Implementation" column)	
	Appendix H Past Mitigation Action Review Status Report (2011-2016) Table 32, Benton County Master Mitigation Action Chart (2017-2021) Appendix G Mitigation Actions by Jurisdiction	Requirement Met
	(See "Comments on Planning Mechanisms for Implementation" column)	

ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION

D1. Was the plan revised to reflect changes in development? 44 CFR 201.6(d)(3)		
REQUIREMENT		
2. The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved. If no changes in development impacted the	LOCATION	HSEM Review
	Section 4.3 Future Development	
	Section 4.4 Hazard Profiles (4.4.1 – 4.4.12, see "Vulnerability" sections)	Requirement Met

jurisdiction's overall vulnerability, plan updates may validate the information in the previously approved plan.		
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D2. Was the plan revised to reflect progress in local mitigation efforts? 44 CFR 201.6(d)(3)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must describe the status of hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.	Appendix H Past Mitigation Action Review Status Report (2011-2016)	<i>Requirement Met</i>

D3. Was the plan revised to reflect changes in priorities? 44 CFR 201.6(d)(3)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.	<p>Section 2.3 Planning Process Timeline and Steps,</p> <p>Section 4.1.2 Vulnerability Assessment by Jurisdiction</p> <p>Section 4.1.3 Calculated Priority Risk Index</p> <p>Section 5.3 Mitigation Actions and Projects</p> <p>Section 5.3.1 Hazard Mitigation Actions</p> <p>Section 4.4 Hazard Profiles (4.4.1 – 4.4.12, see “Vulnerability” sections)</p> <p>Appendix H Past Mitigation Action Review Status Report (2011-2016)</p>	<i>Requirement Met</i>

ELEMENT E. PLAN ADOPTION

E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? 44 CFR 201.6(c)(5)		
REQUIREMENT	LOCATION	HSEM Review
a. The plan must include documentation of plan adoption, usually a resolution by the governing body or other authority. In Minnesota, the county passes a formal resolution to adopt the plan. This should take place immediately after FEMA review to allow the cities time to adopt the plan.	<i>Pending FEMA approval</i>	This section is completed after the plan is successfully reviewed by FEMA.

E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? 44 CFR 201.6(c)(5)		
REQUIREMENT	LOCATION	HSEM Review
a. Each jurisdiction that is included in the plan must have its governing body adopt the plan prior to FEMA approval, even when a regional agency has the authority to prepare such plans. HSEM recommends that cities adopt the within six months of the county adopting the plan to ensure all adoption requirements are met.	<i>Pending FEMA approval</i>	This section is completed after the plan is approved.

Section 2: MULTI-JURISDICTIONAL SUMMARY SHEET

INSTRUCTIONS: Complete the Multi-jurisdiction Summary Spreadsheet by listing each participating jurisdiction which required Elements for each jurisdiction were 'Met' or 'Not Met'. Adoption resolutions may be tracked after the plan was reviewed by FEMA 'pending local adoption'. This Summary Sheet does not imply that a mini-plan be developed for each jurisdiction; it should be used as an optional worksheet to ensure that each jurisdiction participating in the Plan has been documented and has met the requirements for those Elements (A through E).

#	Jurisdiction Name	Jurisdiction Type (county/city)	Requirements Met (Y/N)				
			A. Planning Process	B. Hazard Identification & Risk Assessment	C. Mitigation Strategy	D. Plan Review, Evaluation & Implementation	E. Plan Adoption
1	Benton County	County	Y	Y	Y	Y	After FEMA Approval
2	City of Foley	City	Y	Y	Y	Y	After FEMA Approval
3	City of Rice	City	Y	Y	Y	Y	After FEMA Approval
4	City of Sauk Rapids	City	Y	Y	Y	Y	After FEMA Approval
5	City Gilman	City	Y	Y	Y	Y	After FEMA Approval
6	School Districts ISD 47 (Sauk Rapids-Rice Public Schools) and ISD 51 (Foley Public Schools)	Public School Districts	Y	Y	Y	Y	After FEMA Approval

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017 - 38

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, David and Barbara Hornig have offered to donate \$100.00 for fire equipment in appreciation for caring for the residents at Bentonwood Apartments, 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 David and Barbara Hornig for their generous donations.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 5th day of December, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Bills List -December 5, 2017

Gross Salaries	Payroll - 11/10/17	\$	21,759.52
EFTPS	Federal Withholding	\$	4,612.03
MN Dept of Revenue	State Withholding	\$	922.50
State Treas. PERA	PERA	\$	3,860.64
Nationwide	Deferred Comp	\$	570.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	65.00
MN PEA	Union Dues	\$	-

Gross Salaries	Payroll - 11/24/17	\$	21,576.42
EFTPS	Federal Withholding	\$	4,641.73
MN Dept of Revenue	State Withholding	\$	933.09
State Treas. PERA	PERA	\$	3,791.70
Nationwide	Deferred Comp	\$	570.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	65.00
MN PEA	Union Dues	\$	39.00

To Be Paid - 12/5/17

Allstream	Phone Service	\$	873.56
American Door Works	PD Garage Door Repair	\$	461.00
Auto Value	Vehicle Repair	\$	1,640.27
Batteries Plus Bulbs	Fire Batteries	\$	87.81
Benton County Asessor's Office	2018 Assessment 1st Payment	\$	5,076.00
Benton County Attorney	September 2017 Legal Fees	\$	2,112.00
Benton County News	November Publications	\$	604.95
Benton Economic Partnership	2018 Membership	\$	2,500.00
Central McGowan	FD & PD Medical Equipment	\$	109.56
Chamberlain Oil Co	Vehicle Repair	\$	359.21
Concordance Healthcare Solutions	PD Gloves	\$	54.55
Core & Main LP	Sewer Maint	\$	35.33
Crysteel Truck Equip	Street Equip Maint	\$	756.63
Delta Dental	Employee Dental Insurance	\$	1,067.75
Dirtworks 2000	Rental House Land Prep	\$	2,617.50
Duke's Root Control	Sewer Root Control Pipe	\$	4,203.96
Emergency Automotive Technologies	Plow Truck Repair	\$	598.53
Emergency Medical Products	FD Equipment	\$	53.90
Emergency Response Solutions	FD Equipment	\$	7,938.81
First National Bank bank of Omaha	Credit Card Purchases	\$	603.63
Foley Area Chamber of Commerce	Business Expo Registration	\$	115.00
Foley Floral	FD Relations	\$	41.68
Foley Fuel & Lumber	Rental & Street Supplies	\$	26.36
Foley Hardware	FD, Street, Snow, Shop Supplies	\$	937.92
G&K Services	Uniforms & Mats	\$	436.44
Gopher State One Call	Email Tickets	\$	32.40
Hawkins, Inc	Water Chemicals	\$	1,290.96
Henkemeyer Landfill	Rental House Land Prep	\$	126.00
Interstate All Battery Center	PD Batteries	\$	33.33
JM Truck & Tractor Repair	FD, Snow, Street, Sewer Vehicle Repair	\$	17,255.65
JR Masonry & Concrete	Sidewalk Repair	\$	3,000.00
Kroska Electric Service	Park Repair	\$	888.89
LETG, LLC	PD Software Maintenance	\$	4,015.67
M.E. Plumbing & Heating Services	Water Repair	\$	163.00
MacQueen Equipment	Street Vehicle Maint	\$	289.12
Marco	Copier Lease	\$	305.91
Med Compass	FD Fit Test	\$	97.50

Midco
 Midland Armory
 Mimbach Fleet Supply
 MN Dept of Agriculture
 MN Dept of Health
 MN Dept of Revenue
 Molitor Excavating
 Murphy Chevrolet
 New Frontier Services
 Nuss Truck & Equipment
 Resource Training & Solutions BCBS
 Rinke Noonan
 Riteway Business Solutions
 SEH, Inc.

 Sun Life Assurance Co of Canada
 Thomas Tool & Supply
 Tri-County Humane Society
 USABLE Life
 Verizon
 Wimactel
 Xcel Energy

Internet Service	\$	125.00
PD Ammunition	\$	30.00
Fire & Park Supplies	\$	44.93
2017 Tree Registry	\$	25.00
2017 - 4th Qtr	\$	1,434.00
Sales & Use Tax Return	\$	548.00
Birch Drain Tile Project	\$	68,027.02
Vehicle Repair	\$	482.52
Website Services	\$	187.45
Street Equip Maint	\$	66.32
Employee Health Insurance	\$	8,220.00
Legal Fees	\$	2,166.70
W-2's & 1099's	\$	164.00
Engineering-Dewey, Gopher, Birch, General, 4th, Parking Lot, WWTF, I&I,	\$	33,151.83
Employee Long-Term Disability Insurance	\$	176.73
Street Supplies	\$	168.40
Stray Animals Contract	\$	50.00
Employee Life Insurance	\$	285.78
Cell Phone Service	\$	325.72
Pool Phone	\$	60.00
Utilities	\$	5,085.66

Additional To Be Paid - 12/5/17

\$ 245,042.47



Building a Better World
for All of Us®

MEMORANDUM

TO: Sarah Brunn, City Administrator

FROM: Jessica Hedin, PE

DATE: November 28, 2017

RE: Foley WWTF Facility Plan Update
SEH No. FOLEY 142860 14.00

During the facility planning process for wastewater treatment facility improvements the City is required to request preliminary effluent limits from the Minnesota Pollution Control Agency (MPCA). The preliminary effluent limits will give the City an indication of potential permit limits for the City in the 20-year planning period. The City requested preliminary effluent limits in September and included four options to consider including pond expansion with a controlled discharge with two waste strength options, conversion to an aerated pond system with a continuous discharge, and a new mechanical facility with a continuous discharge. The City received the draft preliminary effluent limits for these options in November. A copy of the draft letter and table are attached to this memo for reference.

In order to understand the results of the preliminary effluent limit request we must first discuss something called **antidegradation**. Federal antidegradation regulations require states to adopt antidegradation policies and identify implementation procedures that maintain and protect existing uses, prevent unnecessary degradation of existing high water quality and maintain and protect the quality of waters identified for their outstanding value. The MPCA adopted new antidegradation rules that became effective November 21, 2016 and permit applications received after this date will need to comply with the new rules.

If a community wants to expand their current permit they must comply with the antidegradation rules. This means if a community wants to increase the flow or load to the receiving stream they must remain at or below the current permitted mass loading to that receiving stream. For example, the City of Foley is currently permitted for a total of 371,000 gallons per day of flow and the permitted constituents for the City of Foley include biological oxygen demand (BOD), total suspended solids (TSS), and total phosphorus (TP). The City is also required to monitor for sulfates (SO₄). The City has mass loading limits for each of these constituents (kg/day) and some also have concentration limits (mg/L). A summary of the current permit requirements are shown in Table 1.

Table 1. Current Permitted Conditions (Total combined for both ponds)

Constituent	Permitted capacity	Concentration limit or equivalent
Flow	371,000 gpd	
BOD	270 kg/day monthly avg	25 mg/L monthly avg
TSS	485 kg/day monthly avg	45 mg/L monthly avg
TP	1026 kg/yr annual avg	2.0 mg/L annual avg equivalent

Below is a demonstration on how a mass load is calculated for total phosphorous as an example. Unfortunately the mass load calculation for BOD and TSS for a pond controlled discharge is slightly different because it's based

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on seasonal drawdowns and not an annual total, however, the concept is similar. For the purpose of this memo we will use the mass load limit for total phosphorus as an example as it is easier to understand.

$$\text{Mass Load TP (in lb/day)} = \text{Flow (in million gallons per day)} \times \text{Concentration (in mg/L)} \times 8.34$$

$$\text{Mass Load TP} = (371,000 \text{ gal/day} \times (1 \text{ million gallons}/1,000,000 \text{ gal})) \times 2.0 \text{ mg/L} \times 8.34$$

$$\text{Mass Load TP} = 6.188 \text{ lb/day} \times (1 \text{ kg}/2.20462 \text{ lb}) \times (365 \text{ days}/1 \text{ year})$$

$$\text{Mass Load TP} = 1,026 \text{ kg/yr}$$

As you can see from the example above, the mass load calculation is a function of the flow and concentration. Therefore, if a mass load limit is frozen but the future flow is expected to increase, the concentration must decrease in order to maintain the frozen mass limit. The antidegradation rules state that the current mass limits must be frozen and if a community wants to increase flow, the concentration must decrease. Because the City of Foley anticipates expanding their current permit for additional flow, the following table demonstrates the current permitted capacity of the facility and the preliminary effluent limits for the options requested with the mass limits frozen.

Table 2. Current and Preliminary Effluent Limits with Frozen Mass Limits

Constituent	Current Permit	Option #1 Pond expansion low strength	Option #2 Pond expansion high strength	Option #3 Aerated Pond	Option #4 Mechanical Facility
Type of discharge	Controlled	Controlled	Controlled	Continuous	Continuous
Secondary pond area, acre	17.51	30.56	44.66	N/A	N/A
Flow, gpd	371,000	607,000	607,000	691,000	691,000
BOD mass load, kg/day ¹	270	270	270	8.89	8.89
BOD concentration, mg/L	25	14.34	9.81	3.40	3.40
TSS mass load, kg/day ¹	485	485	485	15.95	15.95
TSS concentration, mg/L	45	25.75	17.62	6.10	6.10
TP mass load, kg/yr	1026	1026	1026	1026	1026
TP concentration, mg/L	2.0	1.12	1.12	0.99	0.99

¹ The BOD and TSS mass load for the pond options #1 and #2 with controlled discharges is based on a volume of a 6" drawdown discharged seasonally, therefore this number will be higher than the mass load for the options with a continuous discharge that discharge every day.

The concentration limits are used to measure the performance required by the wastewater treatment facility. Different types of facilities and equipment have varying treatment capabilities. Stabilization ponds are a natural system and can reasonably meet the current effluent concentration limits of 25 mg/L BOD and 45 mg/L TSS. However, based on documented performance of ponds over the years it is not reasonable to assume that pond systems can reliably and consistently meet the BOD and TSS concentrations shown for Options #1 and #2. The pond system can meet the TP concentration for Options #1 and #2, however, chemical addition in the pond will likely be required.

The BOD and TSS concentration limit for Options #3 and #4 are low for even a mechanical facility and would be difficult to achieve reliably and consistently. Tertiary treatment such as filtration would be required to achieve the limits. The treatment systems needed for Options #3 and #4 can be costly, require experienced operators, and will have increased operation and maintenance costs.

With that being said, according to the antidegradation rules, high water quality (i.e. quality above that which is required to support aquatic life and recreation) may be lowered, but only under the following specific conditions:

- The degradation is necessary
- The degradation is important to accommodate important economic and social development
- There is an opportunity for public participation and intergovernmental cooperation
- All application state and federal water pollution control statutes and rules are achieved

These conditions would have to be shown in an **antidegradation review** that would be prepared by the City and its engineers and be reviewed and approved by MPCA. An antidegradation review provides an avenue for cities to increase flow or loading without freezing mass loads. Given the limits shown in Table 2, an antidegradation review should be considered.

The MPCA has directed us to the Statement of Need and Reasonableness (SONAR) for a suggested approach and example of an antidegradation review. There are a number of steps required for the antidegradation review including:

- Step 1 – Identify alternatives that avoid net increase in loading and minimize degradation
- Step 2 – Eliminate some alternatives from consideration
- Step 3 – Include an analysis of the cost of each alternative
- Step 4 – From all alternatives, identify the one that results in the least degradation yet will not cause substantial economic impacts
 - Step 4A – Rank alternatives from least to most degrading
 - Step 4B – Starting with the highest ranked alternative, assess whether implementation would result in substantial economic impacts
 - Step 4C – Conduct Primary Test (series of worksheets provided by MPCA to determine if community can clearly pay for the project)
 - Step 4D – Conduct Secondary Test (series of worksheets provided by MPCA to indicate the community's ability to obtain financing and describe the socioeconomic health of the community)
 - Step 4E – Assess whether the costs of implementing an alternative would be substantial

It should be noted that a full antidegradation review must be completed and approved in order to determine the final limits for the selected option. For planning purposes the MPCA has provided proposed effluent limits applicable to the four discharge options as shown in Table 3.

Table 3. Current and Proposed Preliminary Effluent Limits

Constituent	Current Permit	Option #1 Pond expansion low strength	Option #2 Pond expansion high strength	Option #3 Aerated Pond	Option #4 Mechanical Facility
Type of discharge	Controlled	Controlled	Controlled	Continuous	Continuous
Flow, gpd	371,000	607,000	607,000	691,000	691,000
BOD mass load, kg/day ¹	270	470	688	39.2	39.2
BOD concentration, mg/L	25	25	25	15	15
TSS mass load, kg/day ¹	485	847	1,238	117.6	78.4
TSS concentration, mg/L	45	45	45	45	30
TP mass load, kg/yr	1026	1026	1026	1026	1026
TP concentration, mg/L	2.0	1.12	1.12	0.99	0.99

With an approved antidegradation review the effluent concentration limits for BOD and TSS are typical for the type of treatment for each option (i.e. ponds, mechanical facility, etc) and achievable with secondary treatment systems.

One constituent not yet discussed is sulfate (SO₄). The City of Foley wastewater treatment facility is one of more than 300 facilities that are impacted by a sulfate standard due to a wild rice paddy located downstream of their discharge. The sources of sulfate are known primarily as the concentration of sulfate in the area drinking water and contributions by industrial dischargers. In 1973 Minnesota adopted a sulfate standard of 10 mg/L to protect wild rice waters, however, this standard has not been enforced by the MPCA. In the last five years the MPCA has been conducting studies to create a different way to determine the sulfate limit for each individual discharger based on site-specific conditions. The MPCA has developed an equation and they are currently navigating the rule-making process to amend the water quality standard of 10 mg/L with this new method. A decision on the rule-making process by a judge is not expected until the end of the year. There is opposition to the MPCA's approach due to the science behind the equation that was developed, as well as the cost implications for treatment of sulfate. The public had a chance to speak at public hearings in front of the presiding judge and/or submit comments online. The City of Foley chose to comment at the public hearing in Brainerd in October and submit a copy of their written comments to the judge.

While the rule-making process for sulfate is not yet finalized, the MPCA has provided a frozen mass load limit for sulfate for the City of Foley to comply with antidegradation rules. The mass load limit was based on the monitoring data the City has been providing since 2011. The sulfate limits are reflected in Table 4.

Table 4. Sulfate Limits

Constituent	Current Permit	Option #1 Pond expansion low strength	Option #2 Pond expansion high strength	Option #3 Aerated Pond	Option #4 Mechanical Facility
Type of discharge	Controlled	Controlled	Controlled	Continuous	Continuous
Flow, gpd	371,000	607,000	607,000	691,000	691,000
SO ₄ mass load, kg/year	38,985	38,985	38,985	38,985	38,985
SO ₄ concentration, mg/L	76	46.5	46.5	40.9	40.9

The historical mass load of sulfate discharged from the Foley wastewater treatment facility was calculated based on the flow and sulfate monitoring data available for 2014, 2015, 2016 and 2017. Table 3 shows the annual sulfate mass load based on monthly average sulfate load applied across 12 months.

Table 4. Historical Sulfate Mass Load

Year	Average Sulfate Load, kg/yr ²
2014 ¹	18,644
2015	12,673
2016	4,491
2017	4,329

¹Only two months of flow data available in 2014 when sulfate concentrations were higher than typical in 2014 possibly inflating this value.

²These values are likely conservative as some of the monitoring values were reported as "< 12" mg/L. In those instances a value of 12 mg/L was used, however, the actual value could have been lower.

There does not seem to be a correlation for the variation of the average sulfate load over the years. Because the source of sulfate is mostly naturally occurring, it is hard to predict when the sulfate levels may rise. The higher values in 2014 and 2015 may be attributed to wet weather causing infiltration of sulfate from the soil into the drinking water supply, however, there is no data to support this theory.

Generally speaking the average concentration of sulfate discharged at the future project design flows must be approximately 40 mg/L or less to remain under the frozen mass limit. The average concentration of sulfate in 2014, 2015, 2016, and 2017 is 30mg/L, 29 mg/L, 25 mg/L, and 19 mg/L respectively. It is reasonable to assume

the average concentration will not change as the flows increase over time unless there is a new industrial contributor or there is a change in the quality of the water supply.

It should be noted that the frozen mass limit is based on current degradation to the receiving water, however, if the sulfate rule-making process is approved, an actual sulfate limit could be calculated using the MPCA's method and it could be a value ranging from 2 mg/L to 200 mg/L. Uncertainty remains around the sulfate parameter and while it looks as though the limit to comply with antidegradation can be met, the actual limit that may appear in a future permit has not been determined and is unknown.

Based on the antidegradation rules and frozen mass limits, the recommended next step for the City is to prepare an antidegradation review so that less stringent limits can be applied to the alternatives being considered. As stated earlier, a full antidegradation review must be completed and approved in order to determine the final limits for the selected option and thus a final recommendation for the facility plan.

jah

Attachment

c: Mark Pappenfus, Public Works Director
Jon Halter, SEH

p:\f\foley\142860\4-prelim-dsgn-rpts\43-prelim-dsgn\preliminary effluent limits\seh memo to city_draft_rev1_112817.docx

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November 21, 2017

Jessica Hedin, P.E.
Short Elliott Hendrickson (S.E.H.)
1200 25th Avenue S., P.O. Box 1717
Saint Cloud, MN 56302-1717

RE: Effluent Limitations Applicable to a Proposed Upgrade to the Foley Wastewater Treatment Facility (WWTF).

Dear Jessica Hedin:

This is in response to your request of September 11, 2017, for preliminary effluent limitations applicable to a proposed upgrade at the Foley Wastewater Treatment Facility (WWTF). The City of Foley currently operates two stabilization wastewater treatment facilities (Birch Ponds and Golf Ponds) that discharges on controlled basis to the Stoney Brook from two discharge outfalls (SD001 & SD002). The Foley WWTF is currently permitted at average wet weather flow (AWWF) of 371,300 gallons per day, with 161,000 gallons per day discharging through SD001 and 210,300 gallons per day through SD002.

The treated effluent is discharged on a controlled basis to the Stoney Brook. Stoney Brook has been assigned use classifications of 7, 3C, 4A, 4B, 5 and 6 waters of the state under Minnesota Pollution Control Agency (MPCA) Minn. R. ch. 7050. These multiple classifications include consideration for aquatic life and recreation, industrial consumption, agriculture and wildlife, aesthetic enjoyment and navigation, and other beneficial uses not specifically listed.

The current effluent limitations in the city of Foley NPDES permit applicable to the existing Foley WWTF is summarized in the table below.

Substance or Characteristic	Limiting Concentration or Range Controlled Discharge	Limiting Concentration or Range Controlled Discharge
SECONDARY POND, acres	5.00	12.51
OUTFALL	SD001	SD002
FLOW, mgd	0.161	0.2103
Five-Day Carbonaceous Biochemical Oxygen Demand (CBOD ₅)	25 mg/L (77.02 kg/day) ⁽³⁾	25 mg/L (192.70 kg/day) ⁽³⁾
Total Suspended Solids	45 mg/L (139.0 kg/day) ⁽³⁾	45 mg/L (347.0 kg/day) ⁽³⁾

Fecal Coliform Organisms ⁽¹⁾	200 organisms/100mL
pH Range (Standard Unit)	6.0 – 9.0
Total Phosphorus ⁽²⁾	1026 kg/yr

1. Applicable from May – October.
2. The combined total phosphorus limit for both SD001 & SD002 is 1026 kg/yr.
3. The mass load limit in parenthesis (kg/day).

The proposed upgrade to the Foley WWTF includes four different options. The four options are:

OPTION 1:

A Stabilization Ponds Facility with additional 13.05 acres of secondary pond to the existing 17.51 acres of secondary pond (Birch (5 acres) and Golf (12.51) ponds) totaling to 30.56 acres. The treated effluent will be discharged on a controlled basis to the existing receiving water, the Stoney Brook through a new outfall SD00X.

OPTION 2:

A Stabilization Ponds Facility with additional 27.15 acres of secondary pond to the existing 17.51 acres of secondary pond (Birch (5 acres) and Golf (12.51) ponds) totaling to 44.66 acres. The treated effluent will be discharged on a controlled basis to the existing receiving water, the Stoney Brook through a new outfall SD00X.

OPTION 3:

An Aerated Ponds Facility with design capacity of AWWF of 0.691 mgd. The treated effluent will be discharged on a continuous basis to the existing receiving water, the Stoney Brook through a new outfall SD00X.

OPTION 4:

A Mechanical Facility with design capacity of AWWF 0.691 mgd. The treated effluent will be discharged on a continuous basis to the existing receiving water, the Stoney Brook through a new outfall SD00X.

For your planning purposes, the preliminary effluent limitations applicable to the four different discharge options from the proposed Foley WWTF to the Stoney Brook are indicated in the table attached.

The Antidegradation Provision

The proposed changes to the facility may result in an increase in pollutant loading to surface waters or other causes of degradation to surface waters. If a change to the facility will result in a net increase in pollutant loading or other causes of degradation that exceed the maximum loading authorized through conditions specified in the existing permit, the changes to the facility are subject to antidegradation requirements found in Minn. R. 7050 to 7050.0335.

Jessica Hedin, P.E.
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In order to comply with the antidegradation requirements, the permittee must choose one of the two following options:

1. "Freeze" mass limits at their current level in lieu of an antidegradation review.
2. Submit an antidegradation review that meets the antidegradation requirements in Minn. R. 7050.

A full antidegradation review must be completed and approved in order to determine the final limits for the selected option. An antidegradation review is a substantial review that must consider all beneficial uses of the receiving water, potential economic impact, all other possible treatment options and all potential environmental degradation.

If you have any questions or comments regarding this letter, please call me at 651-757-2381 or email gbolahan.gbadosi@state.mn.us.

Sincerely,



Gbolahan I. Gbadosi, P.E.
Engineer Senior
Effluent Limits Unit
Environmental Analysis and Outcomes Division

GIG:je

CITY OF FOLEY

PROPOSED WWTF OPTIONS									
		EXISTING WWTF	OPTION 1	OPTION 2	OPTION 3	OPTION 4			
FACILITY TYPE			STABILIZATION PONDS	STABILIZATION PONDS	AERATED PONDS	MECHANICAL WWTF			
DISCHARGE TYPE		CONTROLLED	CONTROLLED	CONTROLLED	CONTINUOUS	CONTINUOUS			
SECONDARY POND (acres)		5.00	12.51						
EXISTING SECONDARY POND (acres)									
TOTAL WITH ADDITIONAL SECONDARY POND (acres)									
OUTFALL		SD001	SD002				SD00X	SD00X	SD00X
FLOW, mgd (AWWF)		0.161	0.2103						
FLOW, mgd (ADWF)		NA	NA				0.607	0.607	0.691
							0.500	0.500	0.500
EFFLUENT LIMITS									
CBOD ₅ , mg/L		25	25						
CBOD ₅ , kg/day ⁽¹⁾		77.02	192.70				25	25	15
CBOD ₅ , kg/day (mass freeze) ⁽²⁾⁽⁷⁾							470.73	687.92	39.30
							269.72	8.89	
TSS, mg/L		45	45						
TSS, kg/day ⁽³⁾		139.00	347.00				45	45	30
							847.32	1238.30	117.80
TSS, kg/day (mass freeze) ⁽⁴⁾⁽⁷⁾							486.00		15.98

4. The TSS mass freeze is the existing permitted load.
For the controlled discharge, it is the sum of the existing load at SD001 & SD002
OPTION 1 & 2: $SD00X = SD001 + SD002 = 139.0 + 347.0 = 486.0 \text{ kg/day}$
For the continuous discharge, the mass load limit is calculated as indicated below:
 $SD00X = \text{Permitted load} * \text{Maximum Number of days (discharge)} / 365 \text{ days}$
OPTION 3 & 4: $SD00X = 486.0 \text{ kg/day} * 12 \text{ days} / 365 \text{ days} = 15.98 \text{ kg/day}$
5. Applicable May – October.
6. The sulfate mass load is calculated using the equation indicated below. The mass load is the authorized load from the existing ponds. Exceeding the current authorized mass load would require antidegradation review.
 $AWWF \text{ (in gals/day)} * \text{the highest conc. measured in either ponds (in mg/L)} * 3.785 \text{ L/gal} * 0.000001 \text{ kg/mg} * 365 \text{ days/yr.}$
 $SD00X - 371,300 \text{ gals/day} * 76 \text{ mg/L SO}_4 * 3.785 \text{ L/gal} * 0.000001 \text{ kg/mg} * 365 \text{ days} = 38,985 \text{ kg/yr.}$
7. The proposed upgrade will trigger the antidegradation provisions of the MPCA rules and would require additional review under the Minn. R. ch. 7050. Additional review under the antidegradation provisions of the MPCA rules is not required if the city accept to maintain the current permitted mass loading rates. Accepting the TSS mass limit freeze, the city will also avoid antidegradation for mercury.

ORDINANCE NO. 434

AN ORDINANCE TO REGULATE THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF FOLEY, AND TO AMEND SECTION 13 OF THE CITY ZONING ORDINANCE TO REGULATE THE PLACEMENT OF SMALL WIRELESS FACILITIES IN THE R-1, SINGLE FAMILY RESIDENCE DISTRICT

WHEREAS, the City of Foley (the "City") is authorized by Minn. Stat. §§ 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 and other applicable laws and regulations to manage the public rights-of-way within its jurisdiction; and

WHEREAS, the City has and continues to manage the public rights-of-way within its jurisdiction consistent with all applicable laws, rules and regulations of the state of Minnesota; and

WHEREAS, the Minnesota Legislature has, by laws of Minnesota for 2017, Chapter 94, Article 9, Sections 1 through 20, amended Minn. Stat. §§ 237.162 and 237.163 (the "Law") which, among other things, developed a process for the deployment and use of small cell wireless technology and facilities along the public rights-of-way within the State's local units of government, including the City; and

WHEREAS, the City enacted a moratorium on the filing, receiving, processing or approval of applications for telecommunication towers and wireless telecommunications facilities within the City until December 31, 2017 in order to allow the City time to review its Comprehensive Plan and enact appropriate ordinances consistent with the Law; and

WHEREAS, the Foley City Council has now reviewed the City's Comprehensive Plan and desires to revise the City's existing ordinances and regulations to administer and regulate the public rights-of-way in the public interest and to provide for the issuance and regulation of right-of-way permits consistent with its statutory authority and the Law.

NOW, THEREFORE, the Foley City Council hereby ordains:

SECTION 1. CITY CODE REVISIONS

Section 800-Excavations is hereby repealed. The provisions are incorporated in to new Section 815 below.

The following language is adopted and shall be incorporated into the Foley City Code as **Section 815**:

Section 815.01. Right-Of-Way Management

Subd. 1. Findings, Purpose, and Intent.

To provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the City strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances.

Section 815 shall be interpreted consistently with Minn. Stat. §§ 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 and the other laws governing applicable rights of the City and users of the

right-of-way. These Sections shall also be interpreted consistent with Minnesota Rules 7819.0050—7819.9950 and Minnesota Rules Chapter 7560 where possible. To the extent any provision of these Sections cannot be interpreted consistently with the Minnesota Rules, that interpretation most consistent with other applicable statutes and case law is intended. These Sections shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

Section 815.02 Definitions

Subd. 1. Rules. Unless specifically defined in this Section, the words or phrases used in this Section, shall have the same meaning as they have in common usage. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “must” are always mandatory and not merely directive. Defined terms remain defined terms, whether or not capitalized.

Subd. 2. Statutory Terms. Unless the context specifically indicates otherwise, the following terms, as used in Section 815, shall have the meanings designated to them as provided in Minn. Stat. § 237.162 or Minn. R. 7819.0100:

“Abandoned Facility.”

“Collocate.”

“Construction Performance Bond.”

“Degradation Cost.”

“Excavate.”

“Facility.”

“Management Costs.”

“Micro Wireless Facility.”

“Obstruct.”

“Patch.”

“Pavement.”

“Permit.”

“Permittee.”

“Person.”

“Restoration.”

“Public Right-of-Way.”

“Right-of-Way Permit.”

“Right-of-Way User.”

“Small Wireless Facility.”

“Utility Pole.”

“Utility Service.”

“Wireless Facility.”

“Wireless Service.”

“Wireless Support Structure.”

Subd. 3. Additional Terms. Unless the context specifically indicates otherwise, the following terms, as used in this Section, shall have the meanings hereinafter designated:

“Applicant” means any person making a written application to the City for a permit under this Section.

“City” means the City of Foley, Minnesota, as well as the City’s elected officials, officers, employees and agents.

“Department” means the department of public works of the City.

“Director” means the Director of the department of public works of the City, or his or her designee.

“Emergency” means a condition that (1) poses a danger to life or health, or of a significant loss of property; or (2) requires immediate repair or replacement of facilities in order to restore service to a customer.

“Equipment” means any tangible asset used to install, repair, or maintain facilities in any right-of-way.

“Ground-Mounted Equipment” means equipment used in the operation of a wireless facility that is located on the ground and protrudes above the surface elevation of the ground.

“Registrant” means any person who (1) has or seeks to have its equipment or facilities located in any right-of-way, or (2) in any way occupies or uses, or seeks to occupy or use, the right-of-way or place its facilities or equipment in the right-of-way. Registrant includes, but is not limited to, any person wishing to place or operate a Wireless Facility.

“Service Lateral” means an underground facility that is used to transmit, distribute or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer’s premises.

Section 815.03 Administration

The Director is responsible for the administration of the rights-of-way, right-of-way permits, and the related City Code provisions. The Director may delegate any or all of the duties under this Section.

Section 815.04. Registration and Right-Of-Way Occupancy

Subd. 1. Registration. Each person who occupies or uses, or seeks to occupy or use the right-of-way or place any Equipment or Facilities in or on the right-of-way, including persons with

installation and maintenance responsibilities by lease, sublease or assignment, must register with the City. Registration will consist of providing application information.

Subd. 2. Registration Prior to Work. No person may operate, construct, install, repair, remove, relocate, or perform any other work on, or use any Equipment or Facilities or any part thereof, in any right-of-way without first being registered with the City.

Subd. 3. Exceptions. Nothing herein shall be construed to repeal or amend the provisions of a City ordinance permitting property owners to plant or maintain boulevard plantings or gardens in the area of the right-of-way between their property and the street curb. Persons planting or maintaining boulevard plantings or gardens or other ordinary residential uses shall not be deemed to use or occupy the right-of-way, and shall not be required to obtain any permits or satisfy any other requirements for planting or maintaining such boulevard plantings or gardens under this chapter. However, nothing herein relieves a property owner from complying with the provisions of the Minn. Stat. Chap. 216D, Gopher One Call Law.

Section 815.05. Registration Information

Subd. 1. Information Required. The information a Registrant must provide to the City at the time of registration shall include, but not be limited to:

- A. Each Registrant's name, Gopher One-Call registration certificate number if applicable, address, e-mail address, and telephone and facsimile numbers.
- B. The name, address, e-mail address, and telephone and facsimile numbers of a local representative. The local representative shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.
- C. A certificate of insurance or self-insurance:
 - i. Verifying that an insurance policy has been issued to the Registrant by an insurance company licensed to do business in the State of Minnesota, or a form of self-insurance acceptable to the City;
 - ii. Verifying that the Registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the (i) use and occupancy of the right-of-way by the Registrant, its officers, agents, employees and Permittees, and (ii) placement and use of facilities and equipment in the right-of-way by the Registrant, its officers, agents, employees and Permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities and collapse of property;
 - iii. Naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;
 - iv. Requiring that the City be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term; and
 - v. Indicating comprehensive liability coverage, automobile liability coverage, workers compensation and umbrella coverage established by the City in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this chapter.

- vi. The City may require a copy of the actual insurance policies.
- vii. If the person is a corporation, a copy of the certificate is required to be filed under Minn. Stat. § 300.06 as recorded and certified to by the Secretary of State.
- viii. A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

Subd. 2. Notice of Changes. The Registrant shall keep all of the information listed above current at all times by providing to the City information as to changes within fifteen (15) days following the date on which the Registrant has knowledge of any change.

Section 815.06. Permit Requirements

Subd. 1. Permit Required. Except as otherwise provided in this chapter, such as in the case of an Emergency, no person may obstruct or excavate any right-of-way without first having obtained the appropriate right-of-way permit from the City to do so.

- A. **Excavation Permit.** An excavation permit is required by a Registrant to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein. Each excavation permittee shall be issued a permit, which shall state the permittee's name, the permit number and the date of expiration. It shall be the duty of any permittee to keep the permit posted in a conspicuous place at the site of the excavation work. It shall be unlawful for any person to exhibit such permit at or about any excavation not covered by such permit or to misrepresent the permit number or the date of expiration.
- B. **Obstruction Permit.** Except in the case of an Emergency, an obstruction permit is required by a Registrant to hinder free and open passage over the specified portion of right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.
- C. **Small Wireless Facility Permit.** A small wireless facility permit is required by a Registrant to place a wireless support structure in or on any portion of the public right-of-way as described in the permit or to collocate small wireless facilities on wireless support structures in or on any portion of the public right-of-way as described in the permit.

Subd. 2. Permit Extensions. No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless (i) such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and (ii) a new permit or permit extension is granted.

Subd. 3. Delay Penalty. In accordance with Minnesota Rule 7819.1000 subp. 3 and notwithstanding subd. 2 of this Section, the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City council resolution.

Subd. 4. Permit Display. Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City.

Section 815.07. Permit Applications

Subd. 1. Requirements. Application for a permit is made to the City. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with the following requirements:

- A. Registration with the City pursuant to this ordinance.
- B. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities.
- C. Payment of money due the City for: (1) permit fees, estimated restoration costs and other management costs; (2) any permit fees or undisputed loss, damage, or expense suffered by the City because of applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the City; or franchise fees or other charges, if applicable.
- D. Payment of disputed amounts due the City by posting security or depositing in an escrow account an amount equal to at least 110% of the amount in dispute.
- E. Posting an additional or larger construction performance bond for additional facilities when applicant requests an excavation permit to install additional facilities and the City deems the existing construction performance bond inadequate under applicable standards.

Subd. 2. Joint Application. Registrants may jointly apply for permits to excavate or obstruct the right-of-way at the same place and time. Registrants who apply for permits for the same obstruction or excavation, which the City does not perform, may share in the payment of the obstruction or excavation permit fee. In such cases, joint applicants shall be charged a single permit fee to obtain a joint permit. In order to obtain a joint permit, Registrants must agree among themselves as to the portion of the permit fee each will pay and indicate the same on their applications.

Subd. 3. Fee Exceptions for City Projects. Registrants who join in a scheduled obstruction or excavation performed by the City, whether or not it is a joint application by two or more Registrants or a single application, are not required to pay the excavation or obstruction and degradation portions of the permit fee, but a permit would still be required.

Section 815.08. Permit Conditions

The City may impose reasonable conditions upon the issuance of a permit and the performance of the applicant thereunder to protect the health, safety and welfare or when necessary to protect the right-of-way and its current use. In addition, a Permittee shall comply with all requirements of local, state and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minnesota Rules Chapter 7560.

Section 815.09. Permit Extension Applications

A right-of-way permit is valid only for the area of the right-of-way and the dates specified in the permit. No Permittee may do any work outside the area specified in the permit, or before or after the dates specified in the permit. Any Permittee which determines that work in an area greater than that

specified in the permit or additional time beyond that specified in a permit must (i) make application for a permit extension and pay any additional fees required thereby; and (ii) be granted a new permit or permit extension. This application must be submitted before the permit end date.

Section 815.09. Permit Fees

Subd. 1. Types of Permit Fee. The City shall establish an excavation permit fee in an amount sufficient to recover the following the City's management costs and degradation costs; an obstruction permit fee in an amount sufficient to recover the City's management costs; a small wireless facility permit fee in an amount sufficient to recover the City's management costs, all as provided in the City's Fee Schedule.

Subd. 2. Payment of Permit Fees. No excavation permit, obstruction permit or small cell wireless facility permit shall be issued without payment of the applicable permit fees.

Subd. 3. Non Refundable. Permit fees that were paid for a permit that the City has revoked for a violation are not refundable.

Section 815.10. Location of Facilities Pre-Excavation

In addition to complying with the requirements of Minn. Stat. 216D.01-.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each Registrant who has facilities or equipment in the area to be excavated shall mark the horizontal and vertical placement of all said facilities. Any Registrant whose facilities are less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

Section 815.10. Small Wireless Facility Permits

Subd. 1. Approval.

- A. In processing and approving a small wireless facility permit, the City may condition its approval on compliance with generally applicable and reasonable health, safety, and welfare regulations consistent with the City's public right-of-way management; reasonable accommodations for decorative wireless support structures or signs; and any reasonable replacement, or relocation requirements when a new wireless support structure is placed in a public right-of-way.
- B. The City has 90 days after the date a small wireless facility permit application is filed to issue or deny the permit. If the City provides a written notice of incompleteness to the applicant within 30 days of receipt of the application, the 90 day period is tolled and the City shall follow the procedure set forth in Minn. Stat. § 237.163. Unless a tolling provision applies, a small wireless facility permit may be deemed approved if the City fails to approve or deny the application within 90 days after the permit application has been filed.

Subd. 2. General.

- A. The term of a small wireless facility permit shall terminate upon nonuse of the small wireless facility unless the permit is revoked under this ordinance or other applicable law.
- B. An applicant for a small wireless facility permit may file a consolidated permit application to collocate up to a maximum of fifteen (15) small wireless facilities, provided that all the small wireless facilities in the application: are located within a two-mile radius; consist of substantially similar equipment; and are to be placed on similar types of wireless support

structures. In rendering a decision on a consolidated permit application, the City may approve a permit for some small wireless facilities and deny a permit for others, but may not use denial of one or more permits as a basis to deny all the small wireless facilities in the application.

- C. If the City receives applications within a single seven-day period from one or more applicants seeking approval of permits for more than 30 small wireless facilities, the City may extend the 90-day period for permit approval by an additional 30 days. If the City elects to invoke this extension, it shall inform in writing any applicant to whom the extension will be applied. Minnesota Statutes Section 15.99 does not apply to this Section.

Subd. 3. Exemption.

- A. All of the following are exempt from small wireless facility permit requirements: routine maintenance of a small wireless facility; replacement of an existing small wireless facility with a new facility that is substantially similar or smaller in size, weight, height, and wind or structural loading than the small wireless facility being replaced; or installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities that are suspended on cables strung between existing utility poles in compliance with national safety codes.
- B. Notwithstanding, any person engaging in any activity described above shall provide the City at least fifteen (15) days advance written notification of such activities if the work will obstruct a public right-of-way.

Subd. 4. Height. Each Wireless Support Structure installed in the right-of-way shall not exceed 50 feet above ground level or more than 10 feet above an existing Wireless Support Structure in place as of the effective date of this ordinance, whichever is less.

Subd. 5. Collocation on City Owned Wireless Support Structures.

- A. A wireless service provider may collocate small wireless facilities on wireless support structures owned or controlled by the City and located within the public roads or rights-of-way subject to a small wireless facility collocation agreement.
- B. All engineering and construction work associated with collocation must be paid by the wireless service provider.
- C. In addition to other fees or charges allowed under this chapter, the City shall charge each small wireless facility attached to a wireless support structure owned by the City the maximum rent, fees, and charges authorized by state law.

Subd. 6. Ground Mounted Equipment. Ground mounted equipment associated with a small wireless facility is prohibited unless the applicant can show that ground-mounted equipment is necessary for the operation of the small wireless facility. If ground-mounted equipment is necessary is shall comply with the following standards:

- A. Ground-mounted equipment shall not disrupt traffic, pedestrian circulation, or snow removal and shall not interfere with vehicle and pedestrian intersection sight lines or the operation of snow removal equipment;
- B. Ground-mounted equipment shall not create a safety hazard;
- C. Ground-mounted equipment shall be limited to (3) feet in height and (28) cubic feet in cumulative size.

Subd. 7. Requirements for Small Wireless Facilities.

- A. The small wireless facility shall have limited exposed cabling and mounting hardware. It shall also match the wireless support structure it is attached to in color and, as close as practicable, in material and design.
- B. The small wireless facility shall not interfere with public safety wireless communications.
- C. Small wireless facilities in the right-of-way shall be removed and relocated at the City's request and at no cost to the City when the Director determines that removal and relocation is necessary to prevent interference with: 1) present or future City use of the right-of-way for a public project; 2) the public health, safety, or welfare; or 3) the safety and convenience of travel over the right-of-way.

Section 815.11. Right-Of-Way Patching And Restoration

Subd. 1. Timing. The work to be done under a permit, and the patching and restoration of the right-of-way as required, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the Permittee or when work was prohibited or unreasonable.

Subd. 2. Patch and Restoration. Permittee shall patch and restore its own work. The City may choose either to have the Permittee restore the right-of-way or to restore the right-of-way itself at the Permittee's cost.

- A. **City Restoration.** If the City restores the right-of-way, Permittee shall pay the costs, including the cost of any materials used, within thirty (30) days of billing. If, following such restoration, the pavement settles due to Permittee's improper backfilling or compacting, the Permittee shall pay to the City, within thirty (30) days of billing, all costs associated with correcting the defective work, including the cost of any materials.
- B. **Permittee Restoration.** If the Permittee restores the right-of-way itself, it shall at the time of application for an excavation permit post a construction performance bond in accordance with the provisions of Minnesota Rule 7819.3000.

Subd. 3. Standards. Excavation, backfilling, compacting, patching and restoration, and all other work performed in the right-of-way shall be done in according to the standards and with the materials specified by the City and subject to all City ordinances and requirements consistent with Minn. Stat. §§ 237.162 and 237.163, and Minnesota Rule 7819.1100 and 7819.5000.

Section 815.12. Utility Pole Spacing. No Permittee shall space utility poles or wireless support structures closer than 100 feet from another utility pole or wireless support structure owned by Permittee unless the Permittee demonstrates a need based on compliance with the electrical code, to address issues caused by topography or obstruction, or to provide service to a property within the City.

Section 815.13. Inspection

Subd. 1. Inspection and Notice of Completion. Permittee shall make the work-site available to the City for inspection at all reasonable times during the execution of and upon completion of the work. When the work under any permit is completed, the Permittee shall furnish a completion certificate to the Director in accordance Minnesota Rule 7819.1300.

Subd 2. Authority of Director.

- A. At the time of inspection, the Director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public.
- B. The Director, with or without consulting the City's building inspector, may issue an order to the Permittee for any work that does not conform to the terms of the permit or other applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within five (5) days after issuance of the order, the Permittee shall present proof to the Director that the violation has been corrected. If such proof has not been presented within the required time, the Director may revoke the permit.

Subd. 3. Duty to Correct Defects. The Permittee shall correct defects in patching or restoration performed by Permittee or its agents. The Permittee upon notification from the City, shall correct all restoration work to the extent necessary, using the method required by the City. Said work shall be completed within five (5) calendar days of the receipt of the notice from the City, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unreasonable.

Subd. 4. Failure to Restore. If the Permittee fails to restore the right-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all restoration required by the City, the City at its option may do such work or compel Permittee to perform or complete the restoration through any legal means available. In the event the City performs or completes the work, the Permittee shall pay to the City, within thirty (30) days of billing, the cost of restoring the right-of-way, including the cost of any materials. If Permittee fails to pay as required, the City may exercise its rights under the construction performance bond and no additional permits shall be issued to the Permittee until payment has been rendered.

Section 851.14. Other Obligations

Subd. 1. Compliance with Other Laws. Obtaining a right-of-way permit does not relieve Permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the City or other governmental unit. A Permittee shall comply with all requirements of local, state and federal laws, including but not limited to Minn. Stat. §§ 216D.01-.09 (Gopher One Call Excavation Notice System) and Minnesota Rules Chapter 7560. A Permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

Subd. 2. Prohibited Work. Except in an Emergency, and with the approval of the City, no right-of-way obstruction or excavation may be done when conditions are unreasonable for such work.

Subd. 3. Interference with Right-of-Way. A Permittee shall not obstruct the natural free and clear passage of water through the gutters or other waterways. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with City parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

Subd. 4. Trenchless excavation. As a condition of all applicable permits, Permittees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minnesota Statutes Chapter 216D and Minnesota Rules Chapter

7560 and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the Director.

Section 815.15. Permit Denial Or Revocation

Subd. 1. Denial. The City may deny a permit issued under this chapter for failure to meet the chapter's requirements and conditions or if the City determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use.

Subd. 2. Revocation. The City may revoke a permit under this chapter without fee refund, in the event of a violation.

Subd. 3. Written Notification. Any denial or revocation of a permit issued under this chapter shall be made in writing and shall document the basis for the denial. The City shall notify the Permittee in writing within three business days of the decision to deny or revoke a permit. If a permit application is denied, the Permittee may cure the deficiencies identified by the City and resubmit its application. If the Permittee resubmits the application within 30 days of receiving written notice of the denial, it will not be charged an additional filing or processing fee. The City will approve or deny the revised application within 30 days after the revised application is submitted.

Subd. 4. Reimbursement of City costs. If a permit is revoked, the Permittee shall also reimburse the City for the City's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

Section 815.16. Work Done Without A Permit

Subd. 1. Emergency Situations. Each Registrant shall immediately notify the Director of any event regarding its facilities that it considers to be an Emergency. The Registrant may proceed to take whatever actions are necessary to respond to the Emergency. The Registrant's notification to Gopher State One Call regarding an Emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the Emergency, the Registrant shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the Emergency.

If the City becomes aware of an Emergency regarding a Registrant's facilities, the City will attempt to contact the local representative of each Registrant affected, or potentially affected, by the Emergency. In any event, the City may take whatever action it deems necessary to respond to the Emergency, the cost of which shall be borne by the Registrant whose facilities caused the Emergency.

Subd. 2. Penalty for Lack of Permit. Except in an Emergency, any person who obstructs or excavates a right-of-way without a permit must subsequently obtain a permit and pay double the normal permit fees.

Section 815.17. Notification

If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, Permittee shall notify the City of the accurate information as soon as this information is known.

Section 815.18. Mapping Data

Subd. 1. Information Required. Each Registrant and Permittee shall provide mapping information required by the City in accordance with Minnesota Rules 7819.4000 and 7819.4100. Within ninety (90) days following completion of any work pursuant to a permit, the Permittee shall provide the Director accurate maps and drawings certifying the "as-built" location of all equipment installed, owned and maintained by the Permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided in a manner acceptable to the Director. Failure to provide maps and drawings pursuant to this subsection shall be grounds for revoking the permit holder's registration.

Subd. 2. Service Laterals. All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota Rules 7560.0150 subpart 2, shall require the Permittee's use of appropriate means of establishing the location of the service laterals to the Director's satisfaction. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or future permits to the offending Permittee or its subcontractors.

Section 815.19. Placement Of Facilities

Subd. 1. Location. Placement, location, and relocation of facilities must comply with all applicable laws, rules and regulations, to the extent the rules do not limit authority otherwise available to cities.

Subd. 2. Limitation of Space. To protect health, safety, and welfare, or when necessary to protect the right-of-way and its current use, the City shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way in accordance with state law. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

Section 815.20. Damage To Other Facilities

When the City does work in the right-of-way and finds it necessary to maintain, support, or move a Registrant's facilities to protect it, the City shall notify the local representative as early as is reasonably possible. Such costs will be billed to that Registrant and must be paid within thirty (30) days from the date of billing. Each Registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damage.

Section 815.21. Indemnification

By registering with the City, or by accepting a permit under this chapter, a Registrant or Permittee agrees to defend and indemnify the City in accordance with the provisions of Minnesota Rule 7819.1250.

Section 815.22. Abandoned And Unusable Facilities

A Registrant who has determined to discontinue or transfer all or a portion of its operations in the City must provide information satisfactory to the City that the Registrant's obligations for its facilities in the right-of-way under this chapter have been lawfully assumed by or transferred to another Registrant. Any Registrant who has abandoned facilities in any right-of-way shall remove it

from that right-of-way if required in conjunction with other right-of-way repair, excavation, or construction, unless this requirement is waived by the City.

Section 815.23. Appeal

A person that: (1) has been denied registration; (2) has been denied a permit; (3) has had a permit revoked; (4) believes that the fees imposed are not in conformity with Minn. Stat. § 237.163, Subd. 6; or (5) disputes a determination of the Director regarding mapping data or service laterals may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City council within 15 days of the decision. The City council shall act timely on the appeal and provide such person with notice of a hearing at which the person may address the City council. A decision by the City council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

Section 815.24. Severability

If any portion of this ordinance is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. Nothing in this ordinance precludes the City from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein.

SECTION 2. CITY ZONING ORDINANCE REVISIONS

The following changes shall be made to the City of Foley Zoning Ordinance Section 13, "R-1" Single Family Residence District, Subdivision 4. Uses by Conditional Permits (additions shown in underline and deletions shown in strikethrough):

Subdivision 4. CONDITIONAL USES.

The following uses require a Conditional Use Permit based on the procedures set forth in Section 22 of this Ordinance:

1. Governmental, municipal and public utility buildings and structures necessary for the community's health, safety, and general welfare.
2. Public or semi-public recreational buildings and community centers.
3. Churches, public libraries, museums, primary and secondary schools, which are accredited by the State Department of Education, and hospitals.
4. Planned Unit Residential Developments regulated by Section 21 of this Ordinance.
5. Townhouses containing four (4) or fewer units whether in a single unit or on a combination of lots.
6. Essential Services structures.

7. Towers and Antennas as regulated by Section 9., including the placement of small wireless facilities and wireless support structures in the public right-of-way to accommodate small wireless facilities.

8. Uses the City Council determines to be substantially similar in nature to the conditional uses listed above and not detrimental to the City's general health and welfare.

SECTION 3. SUMMARY PUBLICATION.

At least four-fifths of the City Council's members direct the Administrator to publish only the title and a summary of this Ordinance as follows:

"AN ORDINANCE REGULATE THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF FOLEY, AND TO REGULATE THE PLACEMENT OF SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY OF THE R-1 SINGLE FAMILY DISTRICT. It is the intent and effect of this Ordinance to regulate the public rights-of-way in Foley and to regulate small cell wireless facilities in the R-1 Single Family Zoning District."

Adopted this 5th day of December, 2017.

ATTEST:

Gerard L. Bettendorf, Mayor

Sarah A. Brunn, City Administrator

01/01/2018 THROUGH 12/31/2020

LABOR AGREEMENT

BETWEEN

THE CITY OF FOLEY

AND

Minnesota Public Employees Association

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Article 1. INTRODUCTION

This Agreement is made and entered into by and between the City of Foley, hereinafter referred to as the Employer and Minnesota Public Employees Association, hereinafter referred to as the Union.

Article 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes Section 179A.03, Subdivision 14, as outlined in the Unit Determination order of the Bureau of Mediation Services on August 10, 2015, BMS Case No. 16PRE0113, described as:

- A. All essential licensed employees of the Foley Police Department, Foley, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisor, confidential and all other employees.
- B. The parties agree that limited term, temporary and intermittent/casual employees are excluded from the bargaining unit.

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

Article 3. DEFINITIONS

Section 1. Employee: A member of the exclusively recognized bargaining unit.

Section 2. Employer: The City of Foley.

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

Section 4. Bargaining unit position: A job classification included in the bargaining unit pursuant to Article 2 (Recognition) and which is established as an on-going position. A bargaining unit position does not include a position which is created merely to address an overload or emergency situation or is otherwise intended to be limited in duration.

Section 5. Regular employee: An employee who is regularly scheduled for a set number of hours per week. The work he or she performs is of an on-going nature. However nothing in this definition grants a regular employee a vested right to a defined number of hours or continued employment.

- A. Regular full-time employee: An employee in a classified bargaining unit position who is regularly scheduled to work 40 hours per week and has

successfully completed the probationary period.

- B. Regular part-time employee: An employee in a classified bargaining unit position who is regularly scheduled to work at least 30 hours per week and less than 40 hours per week and has successfully completed the probationary period.

Section 6. Temporary Employee: An employee who is not in a classified bargaining unit position because the employment is limited by duration or a specific project or task not to exceed one year. Temporary employees are not included in the definition of a bargaining unit employee.

Section 7. On-Call/Intermittent: All employees who are not classified as regular full-time, regular part-time or temporary employees. On-Call/Intermittent employees perform work of a non-continuous or irregular nature where the work schedule cannot be predicted in advance. On-Call/Intermittent employees are not included in the bargaining unit.

Section 8. Days: Except as indicated otherwise in the Agreement, all references to days are calendar days.

Article 4. UNION SECURITY

Section 1. The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the employer a current list of any non-employee business representative(s) upon execution of this agreement.

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

Employer, come on the premises of the Employer for the purpose of bargaining and processing grievances.

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

- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deduction to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld; and
- D. Any "fair share" fee deducted shall be withheld in accordance with Minnesota law.

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

Article 5. MANAGEMENT RIGHTS

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

Section 2. Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline, or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract any or all functions performed by members of this bargaining unit, to take any and all actions necessary to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to assign duties, tasks, and jobs, and to perform such other inherent managerial functions as set forth in

the Minnesota Public Employee Labor Relations Act of 1971, as amended.

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

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

Article 6. PART-TIME EMPLOYEES

Section 1. Regular part-time employees who are appointed to a position that is regularly scheduled to work at least thirty hours (30) per week shall receive pro-rata sick and vacation based on scheduled hours.

Section 2. Regular part-time employees who are appointed to a position that is regularly scheduled to work less than thirty hours (30) per week shall not receive pro-rata sick and vacation.

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

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

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

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

Article 7. INSURANCE

Section 1. The Employer shall make available to the regular, full-time Employees (40 hrs per week) a group program of insurance which may include health and hospitalization, dental, and life insurance. The Employer shall be the final determiner of the group insurance program and the terms and benefits thereof.

Section 2. An employee is eligible for participation in the group insurance after the

employee has worked in a full-time permanent status for thirty (30) days.

Section 3. The Employer agrees to contribute to the cost of the insurance program for each regular, full-time employee at the rates indicated below:

Insurance Contribution Rates

Single Coverage: Paid in full by the Employer.

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

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

Article 8. PROBATION

Section 1. Regular full-time employees. All employees hired into a regular full time position who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law).

Section 2. Regular part-time employees. All employees hired into a regular part time position who are original hires, or rehires following separation, shall serve a probationary period of 1,080 hours of active work (which does not include time spent on a leave of absence except as may be required by law and does not include overtime or unscheduled work).

Section 3. At any time during the probationary periods noted in Sections 1 and 2, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this agreement and such termination is not a proper subject for Article 9 (Grievance Procedure).

Section 4. Employees shall, during the probationary period, accumulate paid vacation and sick leave as provided by Articles 13 and 14.

Article 9. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement.

Section 2. Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the steward and grievant employee(s) and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee(s) and the steward representative shall be allowed a reasonable amount of time without pay, for the investigation or presentation of grievances during normal working hours provided the aggrieved employee(s) and the steward have previously notified and received approval from the Police Chief where the Police Chief has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 3. Procedure. Grievances, as defined by Section 1, shall be resolved in

conformance with the following procedure:

Step 1:

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

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

Step 2:

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

A grievance not resolved in Step 2 may be appealed to Step 3 within Fourteen (14) calendar days following the Personnel Committee's final Step 2 answer. Any grievance not appealed, in writing, to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3:

The Union shall notify the Employer of a grievance unresolved in Step 2 and appealed to Step 3 in writing within fourteen (14) calendar days following the Council's final answer in Step 2. The Union shall notify the Bureau of Mediation Services within fourteen (14) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within sixty (60) calendar days of the date that the Bureau of Mediation Services has mailed the

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

Section 4. Arbitrator's Authority.

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

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

Section 6. Class action grievances are permitted pursuant to this collective bargaining agreement but only to the extent that each officer is personally affected by the Employer's action.

Section 7. Choice of Remedy. It is specifically understood that any matters governed by statutory provisions, except as expressly provided for in this agreement, shall not be considered grievances under this agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If the aggrieved employee(s) utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

Article 10. DISCIPLINE

Section 1. For the purpose of this Article, an employee shall be any regular employee having successfully completed the employee's probationary period.

Section 2. The Employer will discipline employees for just cause only. The Employer recognizes the concept of progressive discipline and will implement discipline as follows: Reprimand, Suspension, Demotion, and Termination. However, the Employer reserves the right to impose discipline.

Section 3. Suspensions, demotions, or discharges will be in written form.

Section 4. Written reprimands and notices of suspension shall be read and acknowledged by signature of the Employee.

Section 5. Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure.

Article 11. HOLIDAYS

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

<u>Holiday</u>	<u>Observed on</u>
New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Easter	Easter Day
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Day after Thanksgiving

Christmas Day

December 25th

Section 2. In the event that any of the holidays listed above fall on a Saturday, the Employer will observe the holiday on the prior Friday. In the event that any of the holidays listed above fall on a Sunday, the Employer will observe the holiday on the following Monday. This section will not apply to individuals regularly scheduled to work weekends to the extent that the holiday falls on a regular work day.

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

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

Article 12. VACATION

Section 1. All full-time regular employees will accrue vacation according to the following schedule:

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

0 year – 1 year	5 days
1 year through 2 years	12
2 years through 3 years	13
3 years through 4 years	14
4 years through 5 years	15
5 years through 7 years	16
7 years through 8 years	17
8 years through 9 years	18
9 years through 10 years	19
10 years through 15 years	20
15 years through 16 years	21
16 years through 17 years	22
17 years through 18 years	23
18 years through 20 years	24
20 years through 25 years	25
25 years through 30 years	30
After 30 years	35

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

Section 3. Vacation time will be charged to the employee's vacation bank based on the employee's normal scheduled work day for that pay period exclusive of overtime.

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

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

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

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

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

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

Article 13. SICK LEAVE

Section 1. All full time regular employees will accrue sick leave at the rate of 4 hours per pay period or ninety-six (96) hours per year of continuous employment beginning with the date of hire until one thousand two-hundred and forty (1240) hours have been accrued. Employees who have accumulated the maximum number of sick time (1240 hours) will receive payment, on the last pay date of the year, of 60% (not to exceed 57.60 hours) of accrued sick hours exceeding 1240 hours during the current year and the remaining 40% is forfeited.

Section 2. Sick leave may be used for absences due to an illness of or injury to the employees child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild,

grandparent, or step-parent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

Section 3. The Employer may require a doctor's certificate for any absence of three (3) or more consecutive days, for absences that follow a pattern, or otherwise where the Employer suspects potential abuse.

Section 4. Use or claiming the need to use sick leave for a purpose not authorized in this Article will be cause for discipline.

Section 5. Employees may accumulate a maximum of 96 hours per calendar year. Employees can carry-over 1 time their annual accrual. Employees at the maximum accrual will not accrue additional sick leave.

Section 6. Sick leave hours shall not be considered hours worked for purposes of computing paid or unpaid leave.

Section 7. Sick leave may not be taken in less than two-hour increments: if less than two hours is used, two hours will be charged.

Article 14. HOURS OF WORK

Section 1. This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.

Section 3. Employees will receive overtime compensation for hours actually worked in excess of eighty (80) hours in a fourteen (14) day period at time and one-half the base rate of pay. The beginning of the week for overtime purposes will be established by the Employer.

Section 4. The assignment of overtime shall be at the discretion of the Employer. Employees must receive prior authorization from the Police Chief before working any overtime, except in cases of emergency.

Section 5. Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 6. Neither the base pay rate specified in Appendix A nor overtime pay shall be paid more than once for the same hours worked under any provision of this agreement.

Section 7. Employees eligible for overtime payments may receive compensatory time off in lieu of the overtime payment at the sole discretion of the Employer. The Employer may require an employee to utilize accrued and unused compensatory time off.

In no event may any employee accrue in excess of one hundred (100) hours of accumulated compensatory time off. Any overtime beyond this maximum will be paid.

Article 15. WAGES

Section 1. Full-time Employees will be compensated according to a step pay plan as outlined in Appendix A. Employees below the top step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. Part-time employees will be paid \$17.00 per hour.

Any step increase will be effective on the beginning of the first full pay period following January 1st. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. In no event may an employee move beyond the top step of the pay plan.

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

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

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

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

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

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

Section 8. Uniforms and Equipment.

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

\$450.00 per year to maintain uniforms and equipment. Officers will be allowed to charge the items to the police department and shall provide a copy of the invoice to the Chief.

Article 16. SENIORITY

Section 1. Seniority shall be defined as the length of continuous service with the Employer.

Section 2. The Employer shall maintain a seniority list of all employees covered by this Agreement.

Section 3. Seniority shall terminate when an employee is separated from employment.

Section 4. Seniority shall not accrue under the following conditions:

- 1 During a period of layoff; or
- 2 During a period of an unpaid leave of absence other than military leave or other applicable law.

Section 5. Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority provided the employee is qualified to perform the work. In the instances where employees have equal qualifications to perform available work, seniority will prevail.

Section 6. An employee's right to recall to the same job classification shall exist for twenty-four (24) months after the employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position within ten (10) days from the date of the notice of recall, for which the employee on layoff is qualified, shall terminate all right to recall.

Article 17. SAVINGS CLAUSE

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

Article 18. COMPLETE AGREEMENT

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

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

Section 3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

Article 19. MUTUAL CONSENT

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

Article 20. DURATION

This agreement shall be in full force and effect from January 1, 2018 through December 31, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this agreement.

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

FOR: Union

FOR: Employer

Dated: _____

Dated: _____

APPENDIX A

2018							
	1	2	3	4	5	6	7
Police Officer	\$18.47	\$19.70	\$21.01	\$22.41	\$23.90	\$25.49	\$27.19

2019							
	1	2	3	4	5	6	7
Police Officer	\$18.79	\$20.04	\$21.38	\$22.80	\$24.32	\$25.94	\$27.67

2020							
	1	2	3	4	5	6	7
Police Officer	\$19.12	\$20.39	\$21.75	\$23.20	\$24.75	\$26.39	\$28.15



RINKE NOONAN
attorneys at law

November 10, 2017

Direct Dial: 320-257-3868
Ariple@RinkeNoonan.com

City of Foley
Attn: Sarah Brunn
251 Fourth Avenue North
P.O. Box 709
Foley, MN 56329

**Re: 2018 Legal Representation and Rates
Our File No. 00004-0621**

Dear Mayor and City Council:

Once again, we want to thank you for allowing us the opportunity to serve you. As we look to a new year, we continue to enjoy representing our municipal clients, like the City of Foley, and assisting you in providing quality service to your constituents.

As you know, our firm remains a leader in providing municipal services to Central Minnesota communities, and the services that we provide to city clients continue to grow. Our structure allows us to focus our practice, and provide to you an entire department of attorneys with special expertise representing local governments, and even more specialized expertise in specific areas of municipal law, including labor and employment, wetlands and drainage, land use, economic development, eminent domain, annexations, litigation and appeals. This diversity gives each of our governmental clients the strength of an army of legal professionals.

As we look forward to serving you, I have attached our municipal rates for 2018. For our governmental clients, we continue to offer rates which are significantly lower than our firm charges non-governmental clients. With the exception of Foley and one other municipal client, we have eliminated our two-tiered rate structure for government clients in 2018. Our continued relationship with Foley is important, which is why we've preserved the two-tiered rate for the City. Depending on the attorney, the discount is 10-25% per hour less than our ordinary private client rates. Our paralegal rate is also discounted. These rates will be applied to work beginning January 1st.

We understand the financial realities of government and we remain vigilant to keep the total costs of services in line with your expectations. Of course, as you are well aware, rates represent only part of the story. Our firm does not charge for the garden variety reimbursements such as postage, copies, secretary typing time, etc. Our success and growth has been built on strong

Suite 300 US Bank Plaza
1015 W. St. Germain St.
P.O. Box 1497
St. Cloud, MN 56302
320.251.6700

www.rinkenoonan.com

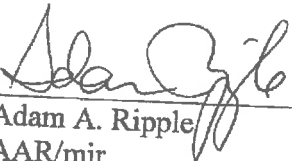
[2848467] 2018 Legal Representation and Rates - Foley
12/7/2015 9:32 AM

City of Foley
November 10, 2017
Page 2

client relationships, and our focus on the total cost to our clients has been at the very foundation of those relationships.

Thank you, again, for your business and confidence, and we look forward to serving you another year.

Sincerely,



Adam A. Ripple

AAR/mjr

Enclosure

Foley Municipal Rate Fee Schedule 2018

Standard rate includes general advice and general meeting attendance (not related to a specific project):

Attorney 0-3 years' experience		\$145.00 per hour
Attorney 4 plus years' experience		\$200.00 per hour
Attorney 7 plus years' experience		\$220.00 per hour
Paralegal		\$115.00 per hour
Legal Tech.		\$62.00 per hour
Word Processor		No Charge
Rates for all other work, whether or not reimbursed by other sources:		
Attorney 0-3 years' experience		\$175.00 per hour
Attorney 4 plus years' experience		\$225.00 per hour
Attorney 7 plus years' experience		\$275.00 per hour
Paralegal		\$135.00 per hour
Legal Tech.		\$80.00 per hour
Word Processor		No Charge

There is NO CHARGE for typist work, internal copies, faxes, long distance phone calls, or mileage. Actual out of pocket costs shall be passed through to the client.



Shift Technologies, Inc.
1136 Kuhn Drive
St. Cloud, MN 56301

Estimate

Date Estimate #

11/30/17

1766

Name / Address

City of Foley
Attn: Sarah Brunn
PO Box 709
Foley, MN 56329

Expires

City Hall Server

Qty	Description	U/M	Rate	Total
1	HPE Smart Buy ProLiant DL360 Gen10 Intel Xeon-S 4110 8-Core (2.10GHz 11MB) 3TB (3 x 1TB) SAS, 48GB (3 x 16GB) PC4-2666V-R DDR4 RDIMM 8 x Hot Plug 2.5in Small Form Factor Smart Carrier Smart Array P408i-a SR No Optical 500W 3yr Next Business Day Warranty	ea	4,686.00	4,686.00
1	HP Care Pack (Optional) Upgrade to 3 Year 24x7 Foundation Care	ea	1,565.00	1,565.00
1	MS Exchange Server Standard 2016 Govt	ea	565.00	565.00
10	MS OLP Govt Exchange Standard Cal 2016 NL User Cal	ea	70.00	700.00
8	MS OLP Windows Server Standard Core Single License (2 license) Govt	ea	88.00	704.00
10	MS OLP Govt Windows Server Cal NL User Cal	ea	31.00	310.00
1	CyberPower 2200VA UPS	ea	479.00	479.00
1	Rack	ea	770.00	770.00
1	22U 36in Knock-Down Server Rack Cabinet with Caster	ea	115.00	115.00
	Rack Shelf			
	Black Deep Sliding Server Shelf			
12	Offsite backup services	ea	83.25	999.00
	Annual			
1	SonicWall TZ400 with 3 Year Upgrade Plus	ea	1,521.00	1,521.00
1	Dell SonicWall TZ400 Rack Mount Kit	ea	299.00	299.00

Subtotal

Sales Tax (7.375%)

Total

Signature:

Phone # 320.654.1123

Fax # 320.656.8970

samantha@shifttech.net



Shift Technologies, Inc.
1136 Kuhn Drive
St. Cloud, MN 56301

Estimate

Date

Estimate #

11/30/17

1766

Name / Address

City of Foley
Attn: Sarah Brunn
PO Box 709
Foley, MN 56329

Expires

Qty	Description	U/M	Rate	Total
1	Synology RackStation RS815+ 2.4GHz, 4 Bays, Synology 3 year warranty	ea	869.00	869.00
2	Western Digital Red 2TB Internal Hard Drive 3.5"	ea	109.00	218.00
1	D-Link DGS-1210-28 Websmart 24P 10/100/1000 Base-T, Layer 2 Manageable Switch	ea	219.00	219.00
1	VMware vSphere 6 Essentials	ea	495.00	495.00
1	VMware vSphere 6 Essentials Subscription 1 year	ea	65.00	65.00
1	8GB SDHC Flash Memory	ea	15.00	15.00
2	ShadowProtect Server Virtual Govt OR	ea	296.00	592.00
1	ShadowProtect Server Virtual Govt 3pack	ea	746.00	746.00
1	Service Installation per hour	hr	120.00	120.00
2	Trip Charge	hr	15.00	30.00

+40 hrs. installation/set-up
(\$4,800 approximately)

Signature: _____

Subtotal

\$ 13,621.00
~~\$16,002.00~~

Sales Tax (7.375%)

\$0.00

Total

~~\$16,002.00~~

Phone # 320.654.1123

Fax # 320.656.8970

samantha@shifttech.net

Page 2



Shift Technologies, Inc.
1136 Kuhn Drive
St. Cloud, MN 56301

Estimate

Date	Estimate #
11/30/17	1800

Name / Address

City of Foley
Attn: Sarah Brunn
PO Box 709
Foley, MN 56329

Expires

06/01/17

Qty	Description	U/M	Rate	Total
2	Ubiquiti airFiber AF24 1.40 Gbit/s Wireless Bridge 8.1 Mile Maximum Outdoor Range	ea	1,498.00	2,996.00T
5	Service Installation (Estimated 3 to 5 hours)	hr	120.00	600.00T

Public works Bridge

~ connects PW bldg to CH server
~ also provides internet connection

Signature: _____

Phone # 320.654.1123

Fax # 320.656.8970

samantha@shifttech.net

Subtotal \$3,596.00

Sales Tax (7.375%) \$265.21

Total \$3,861.21

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017-39

A RESOLUTION APPROVING THE 2017 TAX LEVY, COLLECTABLE IN 2018

BE IT RESOLVED, by the City Council of the City of Foley, County of Benton, Minnesota, that the following sums of money are to be levied for the current year, collectable in 2018, upon the taxable property in the City of Foley, for the following purposes:

General Fund	\$ 1,313,540.00
Fire Department	79,060.00
Swimming Pool	65,950.00
2008A/2012	
Improvement Bond	190,000.00
2011 Improvement Bond	76,000.00
<u>2015 Improvement Bond</u>	<u>34,000.00</u>
Total Budget	\$ 1,758,550.00
Less Local Gov't Aid	768,329.00
Total Levy	\$990,221.00

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

Passed and adopted by unanimous vote of the Foley City Council, this 5th day of December, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, Administrator

CITY OF FOLEY

EMPLOYEE OBJECTIVES



Employee Name: _____

Evaluation Completed By: _____

Evaluation Period/Year: _____

Rating Points

- 5 Excellent
- 4 Above Average
- 3 Average
- 2 Below Average
- 1 Poor

Performance Observation & Measurement

1. Productivity: contributed to growth of Dept/City	5	4	3	2	1
2. Consistency: above & beyond job requirement	5	4	3	2	1
3. Quality: consistently high, exceeded standards	5	4	3	2	1
4. Quantity: high, production exceeded standards	5	4	3	2	1
5. Initiative: high contribution to solutions	5	4	3	2	1
6. Cost Management: served interests of City	5	4	3	2	1
7. Time Management: efficient use of resources	5	4	3	2	1

Total Score: _____

Comment on point(s) of strength:

Comment on how can these strength(s) can be better utilized:

Comment on point(s) of weakness:

How can these weaknesses be strengthened or improved?

Professional goals for upcoming year: (including time frame & measurement if applicable)

1.

2.

To be completed by the Supervisor

I have discussed both of the Performance Evaluations, as prepared by the Supervisor (myself) as well as that prepared by the Employee, with the employee.

Supervisor Name: _____

Supervisor Signature: _____

Date: _____

To be completed by the Employee

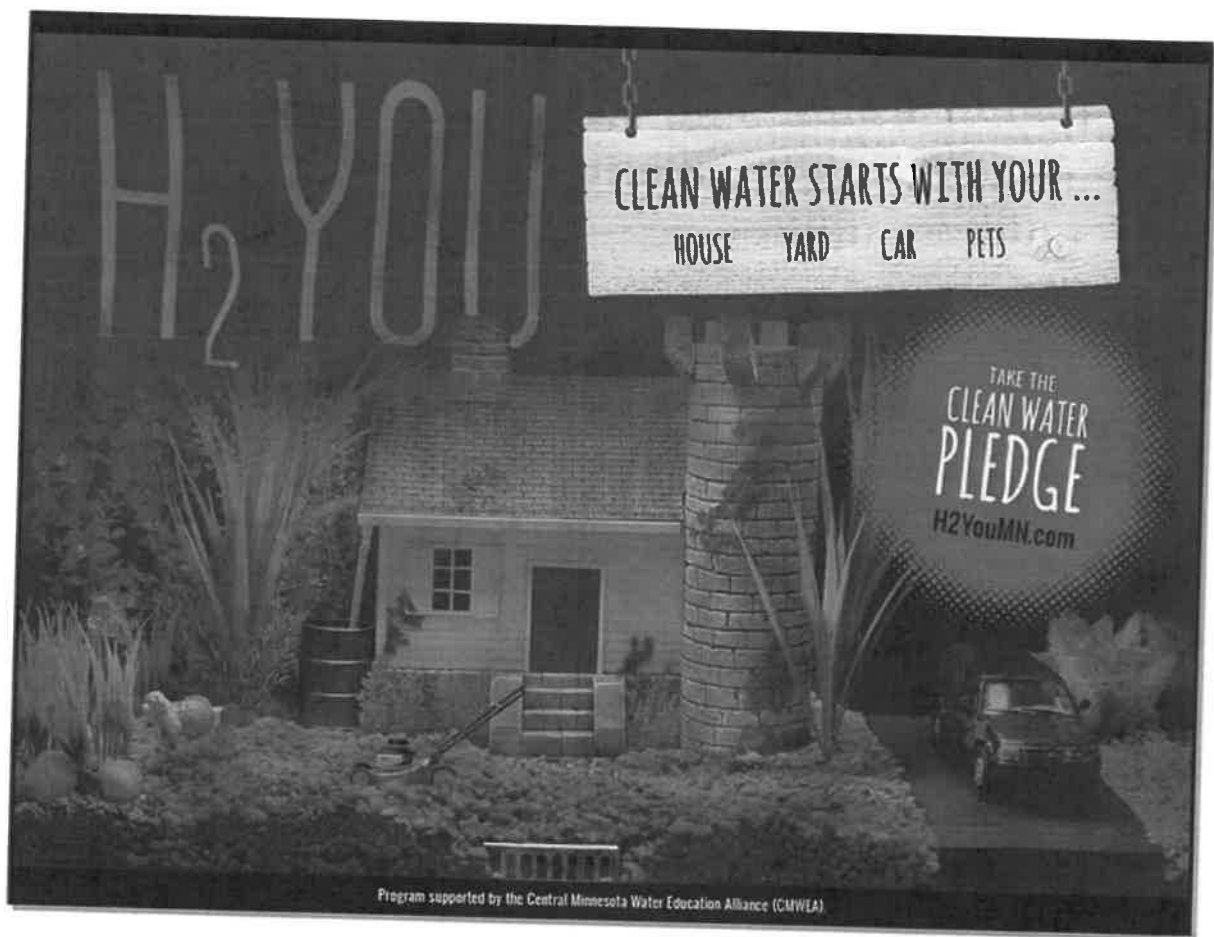
I have discussed both of the Performance Evaluations, as prepared by the Supervisor as well as that prepared by the Employee (myself), with my Supervisor.

Employee Name: _____

Employee Signature: _____

Date: _____

CENTRAL MINNESOTA WATER EDUCATION ALLIANCE (CMWEA)



2016 ANNUAL REPORT

Central Minnesota Water Education Alliance (CMWEA) 2016 Annual Report

CMWEA and Our Mission

The Central Minnesota Water Education Alliance (CMWEA) is a coalition of central Minnesota cities, counties, townships, and other organizations that provide educational outreach to promote water quality stewardship. The mission of CMWEA is to develop and implement educational programs that encourage individuals in Central Minnesota to protect water resources by increasing their knowledge and encouraging simple behavior changes. By working in concert, the members of CMWEA are able to provide a consistent water quality educational message.

Membership

In 2016, CMWEA added one new member, the City of Sauk Centre. CMWEA now has 24 paying members and 3 members who play an advisory role. The City of Freeport and the St. Cloud VA have contacted CMWEA about becoming members in 2017. Wellhead Protection Cities are represented by Stearns County SWCD.

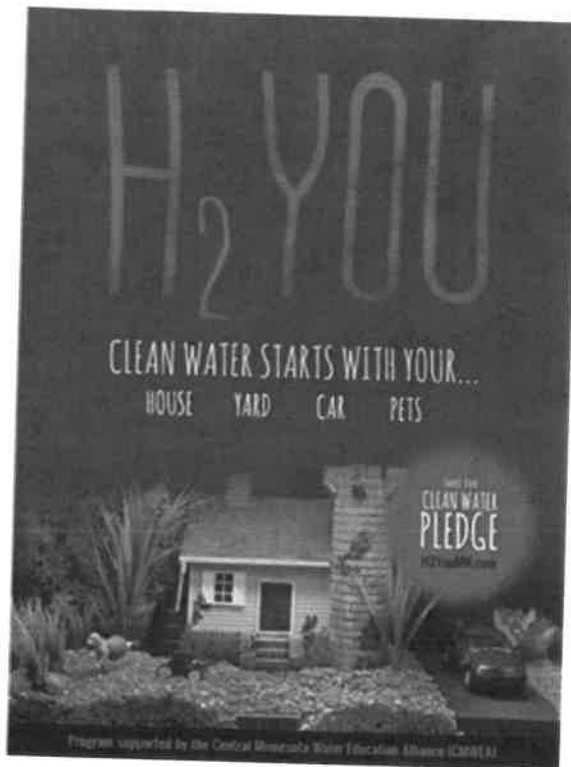
2016 Campaign Plan

Objectives

- 1) Awareness – Generate awareness around water quality and conservation issues in our area and introduce simple steps that people can do to help protect and conserve our water resources.
- 2) Conversation – Generate discussion of the negative effects we have on our water quality. We want the target audience to actively discuss and integrate “clean water, it starts with you” into their daily lives.
- 3) Attitude/Behavior – Get audience feedback on the messages and strategies we are using. Longer-term goal: Be able to achieve measurable changes in people's behaviors and attitudes surrounding water protection/conservation.
- 4) Social Media Presence – Establish a social media presence and following to help create awareness and conversation.

Goals

- 1) Spread the Pledge: Take measures to build awareness of the Clean Water Pledge campaign, focusing on building the number of Pledges from people within the CMWEA area (Stearns, Benton and Sherburne Counties).
- 2) Community events as the epicenter: Continue to engage our communities with the aquarium photobooth.
- 3) Social media engagement: Connect H2You's online presence with our in-person Photobooth; increase Facebook marketing; create shareable and engaging content for social media.
- 4) Community leader influence: Leverage community leaders' influence for a broad reach through a social media driven campaign targeting “micro communities.”



Target Audience

CMWEA, with the assistance of Thelen Advertising, has identified the campaign core audience as Millennials and Generation Xers who go to school, work, and/or live in the CMWEA membership area.

The Target:

- Millennial/Generation Y – ages 15-35 (born between 1980-2000)
- Generation X – ages 36-55 (born between 1960-1979)

Print (left) and web (below) ads used by CMWEA members to break down the water quality focus categories which create clear and direct messages.

Message Strategy

Continue to develop messages centered around the aquarium concept which focuses on the direct impact that our actions have on the water all around us. Message themes continued in 2016 by focusing on water quality issues related to the following categories:

- 1) Pets
- 2) Home
- 3) Lawns
- 4) Cars
- 5) Stormdrain – illicit discharge
- 6) Water quality 101



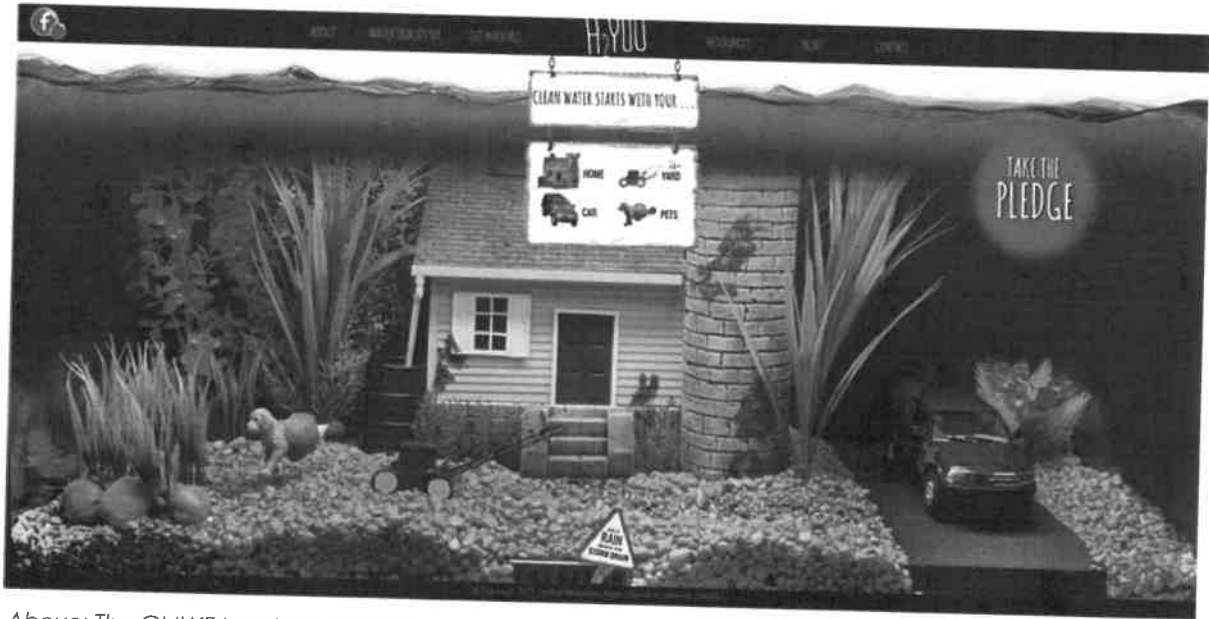
Right: The aquarium photobooth has helped CMWEA reach their target audience as well as the younger generation.



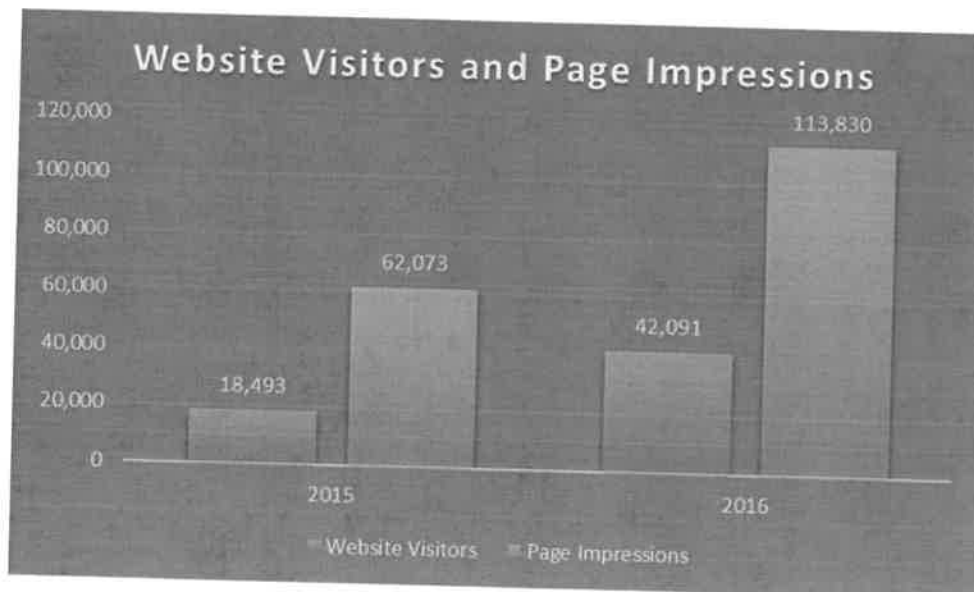
2016 Campaign Highlights

CMWEA's Website

Minor changes were made to the website in 2016 to make it more user friendly. The website continues to provide users information on the four main categories of topics, water quality 101, and contains helpful links and resources. Getting individuals and their families to take the Clean Water Pledge is a focus on each page.



Above: The CMWEA website homepage at www.h2youmn.org.



This graph (left) displays the number of visitors that accessed the CMWEA website (blue) and the total number of page impressions (orange) in the past 2 years. Page impressions shows how many pages within the website were viewed, which helps indicate the level of engagement people have with the website.

Aquarium Photobooth

2016 was the second year CMWEA used the Aquarium Photobooth as a tool to help promote our "Clean Water" messages. The goal was to increase interaction with residents at local community events. The Photobooth was set up at ten local events in which we took approximately 550 pictures. We estimate that over 2,300 people were engaged with our messages because of the Photobooth. Below is the list of 2016 events where the Aquarium Photobooth was at:

- Summertime by George (4 events)
- Take a Day OFF on the Mississippi River Event
- Benton County Fair
- MN Erosion Control Association Annual Conference
- Central Minnesota Builders Association Home Show
- St. Cloud Area Sustainability Expo
- Cold Spring Lawn Care Festival



Above: The Aquarium Photobooth, as it looks while set up at local events.

Tabletop Display

The CMWEA Tabletop Display (right) was present at two local events in 2016:

- Little Rock Lake Association Event
- City of Sauk Centre Public Utilities Expo

CMWEA members handed out brochures, answered questions, and promoted the Clean Water Pledge.



Pledge Package

CMWEA continued to use the Clean Water Pledge on our website to promote that your actions to make clean water choices will add up to healthier water for all. The Pledge was promoted at the photobooth, on social media and in membership publications. 33 people took the Clean Water Pledge in 2016. Below are images of the window cling and envelope that gets sent to all people who take the online pledge.

H2YouMN.com





Photo Booth Trinket

When groups or individuals take a picture in the Aquarium Photobooth, their photo is printed and they are handed a Clean Water tip reminder with their photo. Inside lists our promoted tips, website and Facebook information. The back has a magnet to hang on the refrigerator. The photo on the left shows the outside of the trinket and below are the stickers put on the envelope for promotions used in 2016.



Facebook

CMWEA launched its H2You Social Engagement Campaign in 2016 to continue the educating while entertaining strategy. The goals were to increase our Facebook presence and to create shareable and engaging content that entertains while it educates. CMWEA utilized local community leaders to help make water quality related issues feel ultra-local and show individuals the power of everyone working together. The following local leaders assisted CMWEA with the "I'm a model for clean water" Facebook campaign:

- Adrian Washington, Comedian
- Haji Yussuf, Local Somali Community Leader
- Nick Barth, Beaver Island Brewing Company Co-Owner
- Pegg Gustafson, St. Cloud Downtown Council
- Mary Bruno, Bruno Press Owner

To create the "I'm a model for clean water" Facebook campaign, the above "models" participated in a fun, theatrical photo/video shoot. Each model promoted a different clean water tip. A juxtaposed setting was used to create a glamorous feel doing an unglamorous task. This style generated a lot of interest on social media. CMWEA utilized the large social media following of each "model" to connect people to CMWEA's message and Facebook page.

CMWEA ran a targeted ten week Facebook campaign to coincide with the busy period for the Photobooth. The Facebook campaign promoted one tip from each leader for two weeks. A variety of posts and promotions were used to help generate interest. Each post had a specific call-to-action for people to become a clean water model also by taking the Clean Water Pledge.



The Facebook campaign was very successful connecting more local people to CMWEA's water quality message and call-to-action. A lot was learned about the timing and precision needed to make this type of Facebook campaign successful. CMWEA plans to build on what we learned in 2016 to improve our campaign in 2017.

CMWEA also utilized Facebook to promote general water quality tips and information. Photos from the photobooth continued to be shared on the Facebook Page. Below is a general summary of the activity on CMWEA's Facebook page for 2016.



Page Likes	241
Promoted Posts	15
Page Posts	65
Total Reach	70,861
Total Clicks	8,246
Total Impressions	108,049

Above (left to right): Haji Yussuf, Nick Barth, Pegg Gustafson

Far left: Mary Bruno

Left: Adrian Washington

Media Campaign

CMWEA members used our library of material to include in their local publications, such as newsletters, and to post on our members Facebook Pages. This action is highly encouraged throughout the year via email and at our monthly meetings.

CMWEA worked with Thelen to create the ad below to be displayed at Marcus Theatre for one month. CMWEA explored other traditional media options but kept the focus mainly on improving the success of the Photobooth and on the Social Media Campaign.



Educational Material Library

Below are some examples of materials available for member use or that are used at local events.



Workshops

CMWEA members identified a need to provide workshops or educational events to its membership to help meet permit requirements. In August, CMWEA put on a Construction Stormwater Training workshop. The training focused on how to review construction stormwater pollution prevention plans and how to conduct construction site inspections. 17 people attended the training.

Right: CMWEA members gather to learn about construction stormwater issues.



CMWEA Funding & Membership

The 2016 campaign was again funded by membership dues. Dues are based on a flat fee plus population calculation. CMWEA had 24 paying members and 3 advisory members in 2016. The City of Sauk Centre was added as a new member in March. Thelen provided \$4,000 of in-kind services toward the campaign.

2016 CMWEA Member Contribution	
Member	Contribution
St. Cloud	\$10,740
Stearns County	\$5,375
Sartell	\$3,045
Sauk Rapids	\$2,567
Benton County	\$1,744
Waite Park	\$1,634
St. Joseph	\$1,606
MN Department of Transportation	\$1,500
St. Cloud State University	\$852
Watab Twp.	\$579
Sauk River Watershed District	\$500
St. Joseph Twp.	\$455
St. Cloud Technical & Community College	\$500
Haven Twp.	\$461
Le Sauk Twp.	\$438
Minden Twp.	\$427
Sauk Rapids Twp.	\$312
Cold Spring	\$292
Melrose	\$272
Sauk Centre	*\$218.25
Rockville	\$217
Paynesville	\$216
Richmond	\$168
Sauk River Chain of Lakes Association	\$100
Stearns County Soil & Water Conservation District	Advisor
Minnesota Rural Water Association	Advisor
Upper Mississippi River Source Water Protection Project	Advisor
TOTAL	\$34,218.25

Service Hours

Members were expected to provide a minimum of five hours of staff time, plus additional hours based on their size, to participate in planning and implementing the educational campaign. Member participation is critical to the success of CMWEA. Below is a summary:

2016 CMWEA Member Participation		
Member	Membership	Hours
St. Cloud	MS4	310
Stearns County	MS4	38
Sartell	MS4	30
Sauk Rapids	MS4	28
Benton County	MS4	27
Waite Park	MS4	40
St. Joseph	MS4	60
MN Department of Transportation	MS4	50
Watab Township	MS4	30
St. Cloud State University	MS4	25
Haven Twp.	MS4	**
St. Joseph Twp.	MS4	17
St. Cloud Technical & Community College	MS4	14
Minden Twp.	MS4	14
Le Sauk Twp	MS4	20
Sauk Rapids Twp.	MS4	**
Cold Spring	WHP	*
Melrose	WHP	*
Sauk Centre	WHP	*
Rockville	WHP	*
Paynesville	WHP	*
Richmond	WHP	*
Chain of Lakes	Lake Assoc.	N/A
Stearns County Soil & Water Conservation District	Advisory	126
Sauk River Watershed District	Advisory	N/A
Minnesota Rural Water Association	Advisory	N/A
Upper Mississippi River Source Water Protection Project	Advisory	N/A
TOTAL HOURS		829

*Stearns County SWCD represents multiple members.

**Not reported.

2016 Campaign Budget

The campaign budget is set annually by members during our monthly meetings. CMWEA has been fortunate to receive in-kind support to increase the reach of the campaign. A special Thank You is extended to Thelen Advertising for the in-kind support and efforts on making 2016 another successful year.

2016 CMWEA Campaign Budget			
Category	Paid Amount	In-Kind Value	Combined Value
Photobooth Materials/Supplies	\$ 766.24	\$ 0.00	\$ 766.24
Pledge Clings/Trinket Supplies/Giveaways	\$ 1,340.03	\$ 0.00	\$ 1,340.03
Social Media	\$ 510.86	\$ 0.00	\$ 510.86
Photoshoots	\$ 6,500.00	\$ 0.00	\$ 6,500.00
Website Domain	\$ 257.60	\$ 0.00	\$ 257.60
Events	\$ 149.00	\$ 500.000	\$ 649.00
Thelen Advertising	\$ 23,500.00	\$ 5,000.00	\$ 28,500.00
Marcus Theatre Poster	\$ 791.18	\$ 0.00	\$ 791.18
Miscellaneous	\$ 2,184.84	\$ 0.00	\$ 2,184.84
Total	\$ 35,999.75	\$ 5,500.00	\$ 41,499.75

Permit Requirements Fulfilled

CMWEA helps members meet public education requirements of MS4 permits and wellhead protection plans through our educational campaign. Members are encouraged to use CMWEA materials and concepts to provide additional public education directly within their community outside of CMWEA's efforts. Members continue to augment CMWEA's general educational campaign through cross-linking websites, adding CMWEA created materials to their websites, distributing brochures, using newsletters, and much more.

Summary and Path Forward

The CMWEA campaign was very successful again in 2016. CMWEA Membership continues to grow. The City of St. Peter expressed interest in joining CMWEA, but the group decided to continue to keep our membership to Central MN only at this time. We are working hard to build our partnerships to help Central Minnesota residents protect our water resources.

CMWEA received the unfortunate news in November that Thelen Advertising was going out of business. Thelen had been CMWEA's marketing and advertising consultant the past 11 years. They provided us with great guidance and expertise to help meet our goals. Thelen will truly be missed.

Planning for 2017 will begin with the search to replace Thelen. A subcommittee has been formed with a goal of hiring a new advertising/marketing consultant by the end of January 2017.

Planning for 2017 will continue to build on the priorities/target audiences and expanding on the groundwork laid in 2016. CMWEA will take time to re-evaluate goals and our implementation plan with our new advertising/marketing consultant. CMWEA identified some general priorities to explore and continue in 2017:

- Continue social media presence.
- Continue photobooth presence at a diverse set of community events.
- CMWEA hosted or co-sponsored training events.
- CMWEA promoted events (help promote existing clean-up events).
- Complete the CMWEA member Clean Water Photo.
- Continue to Focus on Illicit Discharge Education.
- Engage CMWEA Members to be more active in the educational campaign.
- Rain barrel and compost bin sale with RAM.

All materials produced by CMWEA is available for our member use only through our marketing website at www.H2YouMN.com/Marketing or by contacting Noah Czech at (320-255-7226) or noah.czech@ci.stcloud.mn.us.



H2YouMN.org is a program of the **Central Minnesota Water Education Alliance (CMWEA)**

with support from: Stearns and Benton County; the cities of Cold Spring, Melrose, Paynesville, Richmond, Rockville, St. Cloud, St. Joseph, Sartell, Sauk Centre, Sauk Rapids and Waite Park; St. Joseph, LeSauk, Watab, Minden, Sauk Rapids and Haven townships; St. Cloud State University; St. Cloud Technical & Community College; MN Department of Transportation; Sauk River Chain of Lakes Association; the Upper Mississippi River Source Water Protection Project, Sauk River Watershed District, Stearns County Soil & Water Conservation District and the Minnesota Rural Water Association.

www.h2YouMN.org.com • **info@mnwaterconnection.com**

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 12-05-17 COUNCIL MEETING
DATE: DECEMBER 1, 2017

Consent Agenda

The city was successful in its application with the MN Department of Education for grant funds to cover 50% of the push button handicap accessible door that is planned to be installed as part of city hall renovations in 2018. The resolution included in your packet authorizes proceeding with the grant.

Part-time police officer Josh Neumann has submitted a letter of resignation. In addition to accepting the resignation, a consent agenda item is included to approve hiring the next individual on the eligibility list. This hiring is subject to completion of the background.

The city has been working with the county over the past year on updating the county hazard mitigation plan. The city must adopt the county-wide mitigation plan in order to remain eligible for federal funds. A copy of the plan and additional information is included in your packet.

Dollar General has applied for a tobacco license for their new store. Chief McMillin conducted a background check with no concerns. Upon council approval, the tobacco license will be issued and certified to the state. The store is tentatively expected to open mid-January.

Update on Wastewater Facility Plan

A memo is included in your packet which provides an update on staff's work on the city's wastewater facility plan. The memo includes many technical components. Wastewater Engineer Jessica Hedin will be at Tuesday's meeting to review the components of the memo and answer council questions. The facility plan process is very complex and new regulations mean more processes the city must go through before completing the plan. After Ms. Hedin reviews the memo and answers any questions staff will request council authorization to proceed with the anti-degradation process. This process will require an additional investment of the city.

ROW and Small Cell Facilities Ordinance

Staff has prepared a small cell facilities ordinance which also provides updates to the city right-of-way ordinance. These changes are a result of recent state legislation which allows for the installation of small cell facilities. The city passed a moratorium on this issue that only runs through the end of the year. The ordinance was prepared to comply with state law and provide for as much local regulation as possible. One component of the ordinance is that small cell facilities will be required to apply for a conditional use permit. We have had a few inquiries on installing small facilities so we may have applications coming as soon as the beginning of the year.

Police Union Contract

The city attorney will briefly overview the proposed 3-year union contract which is also included in your packet. A motion approving the contract will be requested following any questions.

Rinke-Noonan Rates

A letter outlining the new rates for 2018 is included in your packet. The city attorney can answer any questions you have regarding the rate schedule.

Discussion on City Hall computer server

I have included quoted for a new city hall server in your packet. Staff was not intending on purchasing a server this year but over the past many months have had many issues with the existing server. While exploring the server options we looked to correct some existing conditions in the city. One includes having one suitable server to handle both police and the general office activities. Another includes updating the internet at the public works location and connecting the public works computers to the main server so that all items can be centrally located and backed up. This connection would also allow public works to have direct access to all the electronic records of the city. The last item is to set up a consistent, off site backup program for all city records. We currently back up to external drives that are stored at the city office and an employee's personal residence. There are some existing funds available in the 2017 budget that could be used to purchase the equipment. In addition to the equipment detailed in the quotes, it is estimated we will have up to 40 hours of installation time setting up the new server and public works connections which would need to be provided by Shift Technology. Staff is requesting authorization to proceed, utilizing unspent funds remaining in the General/Police Fund and Water/Sewer funds for 2017.

Truth in Taxation –Budget Hearing

A public hearing is required prior to the approval of the final budget for 2018. This hearing CANNOT start until 6pm or later. Following the hearing the council will need to adopt the included resolution which approves the final budget (which is presented the same as the preliminary) and authorize staff to certify to the county. The preliminary tax statements were sent out and to date the city offices have received no questions, comments or concerns.

Performance Review of City Administrator

The last item of business for the meeting will be conducting my closed session performance review. I have included a standard evaluation in the packet which I will ask you all to fill out and discuss in the session.

Service Lateral Open House

Notices have been sent to those individuals needing service lateral repairs as part of the Dewey/2nd/3rd project. An open house is planned for Thursday, December 14th @ 5:30pm. Councilmembers are encouraged to attend.

CMWEA

As part of our required water supply plan the city needs to take steps to promote education of water activities including conservation. One way other cities achieve this is by participating in the CMWEA (Central MN Water Education Alliance). We have reached out to the CMWEA and myself and Mark will be attending a meeting in late December to learn about joining the organization. I have attached a copy of their 2016 annual report if you are interested in learning more about what they do.

Safe Routes to School

An organizational meeting on Safe Routes to School occurred this past week. In the coming months we will be formulating an actual safe routes committee and reaching out to some of our existing committees for work on this project.

Annual Appointments

The first meeting in January will address annual appointments and information on available positions will be coming out online and in the newspaper in the coming weeks. If you know of anyone who is interested in being appointed to a city position please have them contact City Hall for more information.

Upcoming Reminders

- Dewey/2nd/3rd Service Lateral Open House – December 14th @ 5:30pm.
- City Offices Closed – ½ day December 22nd & December 25th