



**City Council – Meeting Agenda
June 6, 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 May 2, 2017.
 - Approve GRRL – Foley Library Agreement.
 - Approve purchase of downtown holiday decorations.
 - Adopt Resolution #2017 - 12 Approve Gambling Premises Permit
 - Adopt Resolution #2017 – 14 Approve Gambling Premises Permit
 - Adopt Resolution #2017 – 15 Debt Management Policy
 - Approve seasonal hiring (pool and public works).
 - Approve payment of bills.
5. Public Hearing – Variance Request – 301 John Street
 - Adopt Resolution #2017 – 13 Approving Variance Request (301 John Street)
6. New Life Church – Fence Site Plan Approval
7. Schlenner & Wenner – 2016 Audit Report
8. Public Hearing – Liquor License Approvals
 - On Sale Liquor: Mr. Jim's, Foley American Legion, Jax Firehouse and Stone Creek.
 - Sunday On Sale Liquor: Mr. Jim's, Foley American Legion, Jax Firehouse and Stone Creek.
 - Off Sale Liquor: Coborn's Inc., Foley American Legion, Jax Firehouse and Super Spirits.
 - On Sale Wine: TJ's Coffee Shop
 - Non-enclosed Premises On Sale Liquor: Jax Firehouse, Foley American Legion, and Mr. Jim's.
 - Temporary 3.2 percent malt liquor licenses:
 - Foley Lion's Club - June 19-21, 2017 for Foley Fun Days.
 - St. John's Church, 621 Dewey Street - July 16, 2017.
 - Foley Area Chamber – Oktoberfest – Lion's Park– September 23, 2017
 - Special On-Sale Liquor – Mr. Jim's – June 17, 2017 –Noise Ordinance Exemption – Outdoor Band/Liquor
9. Approve Annual Tobacco License Renewals
 - Brenny Oil
 - Casey's General Store
 - Coborn's
 - Coborn's Liquor
 - Little Dukes
 - Family Dollar
 - American Legion #298
 - SuperAmerica
 - Super Spirits



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10. Ron Brown – 740 John Street – I/I Fees
11. Sandy Kalaway – 620 Dewey Street – I/I Fees
12. Jonathan Brenny
 - 621 Norman Ave N I/I Fees
 - Residential Irrigation
13. Steve Newman – 451 3rd Avenue – I/I Fees
14. Discussion on 320 Broadway Ave N Purchase Agreement
15. Mayor's Comments & Open Forum.
16. Department Reports:
 - Police Department –Katie McMillin
 - City Attorney – Adam Ripple
 - City Engineer – Jon Halter
 - Public Works – Mark Pappenfus
 - Administration – Sarah Brunn
17. Old Business
18. New Business
 - Discussion on I/I – Public Nuisances
19. Adjourn

CITY OF FOLEY, MINNESOTA
REGULAR CITY COUNCIL MEETING – May 2, 2017

The Foley City Council held a regular meeting on May 2, 2017, at 5:30 p.m. at the Foley City Hall.

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

Members Absent: Councilmember Brian Weis

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

Motion by Gondeck, seconded by Swanson, to approve the consent agenda which includes the following:

- Approve minutes of April 18, 2017.
- Adopt Resolution #2017-11 – Local Board of Review Transfer Agreement
- Approve Hildi Inc. Actuarial Contract.
- Approve payment of bills paid for with checks #49610 - 49651.

Motion carried, unanimous.

Update on Bentonwood II - Sophia Rigelman - Homeline

Rigelman introduced herself and provided a background on the Bentonwood II situation. Rigelman gave an overview of the impact of losing the subsidized housing at this location and how the program works. The program includes USDA subsidizing the gap in rent payments with low income for elderly or disabled tenants. There is no protection for tenants upon the expiration of the program. In the case of Bentonwood II, the owner of the company, Hornig, will not be offering any extension of the program and will be raising rent to market rate this summer. Rigelman asked the council to attend an upcoming community meeting. Bettendorf asked if there was anything the council could do or if the decision is solely an owner decision. Darlene Olstrowski, 170 Main Street, commented on the impact to the community. Member Swanson commented the lack of solution besides additional housing. Rigelman indicated the only option may be for the owner to extend the mortgage. du'Monceaux asked if there was any response from the owners. Some state legislators will also be reaching out to the owners.

Dewey Street Feasibility Presentation

Jon Halter, City Engineer, gave an overview of the 2018 project in coordination with Benton County. Halter overviewed the role of the county and city in the project. Swanson asked about the lighting and how it will compare with 4th Ave N. Halter indicated the lighting would be the same decorative lighting as the 4th project. The storm, water and sewer components were reviewed. The street design was discussed including dimensions and materials. Halter also reviewed the sidewalk design and sloped sections similar to 4th Avenue N. Halter indicated the design is required per ADA standards. Halter gave an overview of the demonstration project and the examination of different options that could be incorporated into the project. The project costs were reviewed with the total project to be estimated at \$3.45 million with the city's share to be approximately \$1.43 million and approximately \$575,000 assessable costs.

Halter provided some pros and cons to a turnback of Dewey including pros of lower project costs with different design standards, variance procedures, and wage rates. Halter also indicated the county may be willing to contribute a lump sum up front and if the bids come in competitive the city may be able to reap the benefit. The cons include the city being responsible in the future, for both maintenance and reconstruction in 35+ years. Staff is recommending to not proceed with a turnback.

Finally, Halter reviewed the project timeline including a preliminary assessment hearing in June, bidding in early 2018, and construction beginning in spring/early summer.

Gondeck asked if the existing buildings will have a step like the 4th Ave N project. Halter indicated final design will make that determination but stoops are typically replaced as they were. Swanson asked about the portion north of John Street which will not be reconstructed. Lou DeMarias, 230 Norman Ave S, asked if it is mandatory that the city accept a turnback. Motion by Gondeck, seconded by du'Monceaux, to accept the feasibility study. Motion carried, unanimous. Motion by Gondeck, seconded by du'Monceaux, to set the public hearing for June 6, 2017. Motion carried, unanimous. Halter indicated he will also schedule an informal meeting prior to the hearing to answer questions of the assessed property owners.

City Administrator Sarah Brunn asked for council direction on the turnback issue. Swanson asked if there is any financial penalty for not taking the turnback. Staff indicated the decision to proceed with the project rests with the county. Motion by Gondeck, seconded by Swanson, to inform Benton County of the city's intent to not accept a turnback of Dewey Street. Motion carried, unanimous.

Open Forum

Ruth Pekarek, 254 Pine Street, was present at the meeting to address concerns on the rent being raised at Bentonwood II.

Department Reports

Katie McMillin, Police Chief, presented the monthly law enforcement report. McMillin also indicated work is being completed on the background of the new part-time officer, bike rodeo preparation and her attendance at the MN Chief's Conference. McMillin also participated in the distracted driving event with Foley Community Ed and the Highway 23 safety event held at CentraCare.

Mark Pappenfus, Public Works Director, reviewed the latest activities of public works, including upcoming flushing and the parks being opened. Pappenfus updated the council on the I/I fine and inspection progress. Swanson asked about the status on equipment sales.

Brunn updated the council on scheduling a library community meeting, planning commission activities, pool registration, water shut-off's, the city rental house and also honored Chief McMillin for being chosen a recipient for the Benton County Historical Society's Women Making History award.

Gondeck asked if the city rental house tenant will be responsible for any garbage or damage to the property once they vacate.

Old Business

du'Monceaux mentioned a meeting on Wednesday, May 10th - 6:00pm at the G.A. Church. This will be a discussion on senior housing and the Bentonwood II situation.

New Business

There was no new business discussed.

Disucssion on Broadway Land Sale

Mayor Bettendorf closed the meeting at 6:29 p.m. to discuss the 320 Broadway Ave N land sale.

Mayor Bettendorf reopened the regular meeting at 6:50 p.m. The closed session included a discussion on a counter-offer received on the property at 320 Broadway Ave N.

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

Sarah A. Brunn, Administrator

Library Branch Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of Foley, a municipal corporation, hereinafter collectively referred to as "CITY," and Great River Regional Library, a public regional library system established under Minnesota Statutes, hereinafter referred to as "GRRL."

WHEREAS, the Foley City Council, by written action, has established a branch library of the Great River Regional Library System in the City of Foley.

NOW, THEREFORE, the parties hereto wish to commit in writing the terms and conditions under which the CITY will be affiliated with GRRL, and in consideration of the premises, the parties do hereby agree as follows.

1. **SERVICES.** Throughout the term of this agreement GRRL agrees to provide basic system services as defined in Minnesota Statute 134.001, Subdivision 5. These services shall include, but shall not be limited to, communication among parties, resource sharing, delivery of materials, reciprocal borrowing, and cooperative reference service. In addition, the following specific services shall be provided:
 - A. Determination and development of services to be provided with input from citizens of the communities.
 - B. Development and carrying out of all library policies. GRRL maintains uniform policies for all library services, and to minimize confusion, no individual policies for the Foley location will be maintained.
 - C. GRRL administrative staff determines hours of service with input from local residents. GRRL will provide staffing for a minimum of 20 open hours per week or the minimum number of hours necessary to qualify for Regional Library Telecommunication Aid.
 - D. The GRRL staff is responsible for selection of library materials for all GRRL libraries. All materials purchased for any library are to be ordered through GRRL regardless of the source of funds. Local citizens are encouraged to make suggestions for collection development and GRRL staff will evaluate those recommendations utilizing the library's Collection Development Policy. Gift materials, monetary donations, and equipment will be accepted under the provisions of GRRL policies.
 - E. Personnel administration: GRRL is responsible for the selection, training and employment of all branch personnel. The GRRL Board is responsible for maintaining a region-wide pay schedule and personnel policy for all GRRL personnel. All decisions relating to promotion, demotion, hiring or termination are the responsibility of GRRL.
 - F. GRRL will insure all building contents, including materials, which are owned by GRRL.
 - G. Miscellaneous services: telephone service, delivery service, purchase of essential operating supplies and all other responsibilities not directly associated with the provision and maintenance of physical facilities. Services beyond established GRRL base-level services as defined in GRRL policy outlined in Exhibit B will be the responsibility of the CITY.

- H. Automation equipment, software and licenses required to perform assigned GRRL functions. GRRL maintains a centralized integrated library automation system and is a MnLINK participant. Computers are to be used for library purposes only. No hardware or software can be added to any GRRL computer without the authorization of library administration.
- I. All library Internet access will be provided through GRRL, to assure compliance with the state and federal regulations and funding requirements. GRRL will provide an Internet connection to operate the GRRL- sponsored integrated library system as well as public computing stations and public wireless services.
2. **EQUIPMENT AND FURNISHINGS.** In connection with the location of a branch library in the City of Foley, the City of Foley will provide appropriate equipment and furnishings for the library as determined by GRRL and CITY. City-owned equipment is outlined in Exhibit A. It is the understanding of the parties hereto that the title to the said equipment and furnishings will remain with the CITY throughout the term of this agreement. If during the term of the agreement the equipment and furnishings shall be deemed to be obsolete or shall need replacing, then the original furnishings and equipment shall be returned to the City of Foley for sale or other disposition. In the event that the equipment provided by the City of Foley becomes inadequate for the provision of library service, the CITY shall have one (1) year or a time frame established through mutual agreement of both the CITY and GRRL to provide an acceptable plan for replacement of equipment before this agreement may be terminated.
3. **LIBRARY FACILITY.** Throughout the term of this agreement, the City of Foley will provide a facility to serve as the location of the GRRL branch library based on the standards as outlined in GRRL policy in Exhibit B.

All costs associated with operation and upkeep of the building including, but not limited to custodial services, utilities, insurance, and building maintenance will be paid for by the CITY without offset or reimbursement to or from the GRRL funds or appropriations. The CITY, its employees and agents, will be allowed to access the said building in order to provide janitorial services and maintain the building. Janitorial and trash removal services will be provided on at least a weekly basis. The CITY will make necessary arrangement to provide for all necessary maintenance and repair of the buildings and grounds including, but not limited to, raking, lawn mowing and timely snow removal. The facility needs to meet the following requirements:

- Adequate air conditioning and heating.
- Adequate space to meet its service, operation and storage needs.
- Complies with local or state ADA parking requirements, whichever is greater.
- Complies with federal, state and local restroom requirements.
- Has an exterior book drop in a well lit area. If the book drop empties into the interior of the library, it must meet state fire code regulations.
- New buildings or facility remodels of the library will be done with mutual agreement of both GRRL and the CITY.
- Meet uniform building code, pass GRRL safety audit standards and meet library insurance carrier requirements.
- Complies with GRRL policies as outlined in Exhibit B and includes GRRL branding for building identification and internal signage.
- Interior space is well maintained to reasonable standards and presents a modern, fresh and clean appearance including walls, paint, wiring and flooring.

4. **ADDITIONAL CITY RESPONSIBILITIES.** In connection with the operation of a branch in the City of Foley, the CITY shall be responsible for the following:
 - A. The host location must meet state maintenance of effort requirements throughout the term of this agreement. Libraries must receive financial support sufficient to qualify for state and federal aid;
 - B. Development and interpretation of policies related to meeting room use (if applicable);
 - C. Support of special programming by providing space for discussion groups, lectures, art exhibits and children's programming, etc.;
 - D. Support for provision of adequate funding for regional library service programs with local, state, and federal authority;
 - E. Development of additional local funding (taxes, gifts, etc.) for supplementary equipment and facilities; and
 - F. Establishing "Rules of Behavior", satisfactory to GRRL; this will be enforced by the City or County Law Enforcement. GRRL will, upon request, provide examples of previously approved behavior codes.
 - G. Libraries must abide by the policies established by the GRRL Board of Trustees.
5. **FIRE AND EXTENDED COVERAGE INSURANCE.** CITY at its sole cost and expense, shall keep the building and all improvements appurtenant thereto, and all fixtures and equipment therein, insured for the benefit of the CITY against loss or damage by fire and against such other risks as are or shall be customarily covered with respect to buildings similar in construction, general location, use, and occupancy including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, and such other damage as may be deemed necessary by the CITY.
6. **PERSONAL PROPERTY INSURANCE.** GRRL shall maintain insurance coverage upon all personal property owned by GRRL including library materials and equipment. The CITY shall maintain insurance coverage upon all other personal property owned by CITY.
7. **GIFTS AND ENDOWMENTS.** After the execution of this agreement, all property, except library materials and equipment, given, granted, conveyed, donated, devised, or bequeathed to, or otherwise acquired by the CITY shall vest in, and be held in the name of the City of Foley. All library materials and equipment so acquired by the CITY will be handled in accordance with the provisions of GRRL policy.
8. **EMPLOYEES.** GRRL will employ such individuals as it deems appropriate to provide the necessary library services associated with operating the branch library. The salary, employment schedule and job description for all employees will be established by GRRL. Any employees will serve under the terms of the GRRL Personnel Rules and Policies.
9. **TERMINATION OF AGREEMENT.** This Agreement shall remain in full force and effect until terminated by either party, by providing written notice of resignation at least three (3) full calendar months prior to the end of the calendar year. If a party fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the other party has the right to terminate this Agreement.

The GRRL Board of Trustees, at a regular meeting, by a two-thirds (2/3) vote of those present and voting (assuming a quorum), may terminate the operations of any library in violation of any requirements of this agreement, provided that notice of such meeting shall specifically state that such termination shall be one of the items of business to be considered at the meeting.

If the agreement is terminated the CITY agrees to:

- A. Allow GRRL staff and Internet service provider to remove all telecommunications equipment owned by GRRL but located on site.
- B. Return all materials, equipment or other items received from GRRL for which the ownership has not been transferred whether owned by GRRL or by other persons or facilities.

Cities terminating the agreement cannot re-apply for services until a minimum of three years has passed from the date of termination.

Upon termination of this Agreement by GRRL, CITY shall be relieved of any further obligations to GRRL. Termination does not relieve the CITY of any current obligations to GRRL. Cities that terminate services can make no future claims against GRRL.

Upon termination of this Agreement by either party, the operation of the branch library will cease. Each party will be responsible for removing its property from the facility. GRRL will remove its property from the branch facility within 30 days of the closing of the branch location.

10. **NOTICES.** All communications and notices required to be given or served hereunder shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to a party to this agreement at the address hereafter stated:

Executive Director
Great River Regional Library
1300 W St. Germain Street
St. Cloud, MN 56301

City Administrator
City of Foley
251 4th Avenue North, PO Box 709
Foley, MN 56329

11. **BINDING EFFECT.** This agreement shall be binding on and shall inure to the benefit of the parties hereto and to their assigns and successors in interest.
12. **AMENDMENT, MODIFICATION, AND WAIVER.** No amendment, modification, or waiver of any condition, provision, or term hereof shall be valid or of any effect unless made in writing, signed by parties hereto and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
13. **SEVERABLE PROVISIONS.** Each provision, section, sentence, clause, phrase, and work of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or work hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the agreement.
14. **MINNESOTA LAW.** This agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

15. **ASSIGNMENT.** Neither party may assign its interest hereunder without the express written consent of the other party.

16. **INDEMNIFICATION.** GRRL and the CITY mutually agree to defend, indemnify and hold each other, its officials, officers, employees and agents harmless from any claims, demands, actions or causes of action, (including reasonable attorney's fees and expenses), arising out of any act or omission arising from their own negligent acts, its subcontractors, agents or employees in the performance of, or with relation to, any of the work or services to be performed or furnished by GRRL or the CITY under this Agreement.

17. **MEDIATION.** By mutual agreement of the parties, any claim or controversy arising out of or relating to this agreement or the breach thereof may be settled by mediation. This shall not be construed to prevent any party from seeking legal redress to enforce the provisions of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CITY OF FOLEY

Mayor

City Administrator

GREAT RIVER REGIONAL LIBRARY

Library Executive Director

President, GRRL Board of Trustees

Secretary, GRRL Board of Trustees

Exhibit A – City-Owned Equipment

Listing of city-owned assets – chairs, desks, phones, etc.

Exhibit A - City-Owned Equipment

Date: 1/20/2017

Branch Name: Foley Library Asset List

Stand-Alone Furniture

Item	Description	Quantity
Rolling desk chairs		
Table chairs	wooden	3
Stand-alone desks or study carrels	6 single-section and 1 three-section (solid oak)	24
Tables - seat up to 6	oak with formica top	7
Tables - seat more than 6		3
End/coffee tables	3 end tables, 2 coffee tables	5
Other readers' seating (non-upholstered)	leisure chairs	6
Bench		
Children's seating	solid oak wooden chairs	12
Children's tables	round/wooden	2
Other	rolling book drop box	2
Other - display case	2-door lighted glass front	1
Other - Kik steps	rolling	2

Upholstered Furniture

* Highlight any non-fire-rated items - N/A

Item	Description	Quantity
Chairs		
Sofas		
Rugs		
Other		

Fixed Furniture

Item	Description	Quantity
Circulation desk		1
Work counter	Formica counter-top for public computers approx. 14 ft. long	1
Storage cabinet		
Wall-mounted shelving/display	3-shelf over circulation desk, solid oak with wood shelves	1
Wall-mounted seating		
Wall-mounted wifi desk/counter		
Other - clock	Wall-mounted	1
Other - bulletin boards	2 large and 2 small	4
Other - coat racks		2
Other - cabinets	L-shaped cabinets and uppers in workroom	1

Shelving for Collection

Item	Description	Quantity
Tall units	14 double-sided & 23 single-sided, solid oak with metal shelves	37
Medium units	Double-sided, solid oak with metal shelves	13
Short units	5 double-sided & 4 single-sided, solid oak with metal shelves	9
Media units		
Periodical unit	Fixed with 6 shelves, solid oak with wooden shelves	3
Flip bins	8 four-section bins and 3 three-section bins, solid oak	12
Specialty shelving		
Kit stand		
Display tower/stand	Newsstands, solid oak	3
Other		

**Display Shelving/
Storage**

Item	Description	Quantity
Display tower	Paperback spinners	3
Display stand		
Enclosed unit - large		
Enclosed unit - small		
Other		

**Supply Shelving/
Storage**

Item	Description	Quantity
Tall units	Large metal shelving units	5
Medium units		
Short units		
Specialty shelving		
Other		

Facility Equipment

Item	Description	Quantity
Non-GRRL phone		2
Security cameras		
Security gates		
Alarm system		
Refrigerator		
Stove/oven		
Other		

Small Equipment

Item (Owned by CITY)	Description	Quantity
DVD players		
Projectors/screens		1
Televisions		
Book drop		1
Book truck/cart	2 large and 1 small city-owned	3
Other		

Other

Item	Description	Quantity
Other	Rolling metal paper cart	1
Other	5-drawer file cabinet city-owned	2
Other	Fannykins figurines	48
Other	3x4 wooden table in storage room	1

Exhibit B – Related GRRL Policies

GRRL Library Development Policy

III. Minimum Level of Service

The following minimum level of service is defined as the basic GRRL library services delivered at every library throughout the region. The total amount of services delivered will be dependent on facility space, population size of community and surrounding area, proximity to other libraries, active registered borrowers, and patron demand.

Collection

- **Shared and Floating** - The collection is shared and floats freely among all GRRL libraries.
- **Broad audience** - Materials are purchased in a variety of formats representing a wide variety of views and tastes.
- **Community driven** - Patrons may suggest specific titles for purchase. Whenever possible, Interlibrary Loan will be offered for items GRRL does not purchase.
- **Delivery** - Delivery of requested material is provided on a regular basis.
- **Collection maintenance** - Library materials are systematically evaluated to facilitate the repair or withdrawal of damaged, unused or obsolete materials from the collection.

Technology

- **Wireless** - Public wireless Internet is available for web browsing from most devices.
- **Internet station** - Computer workstations with software are provided for public use.
- **Public Access Catalog** - Computer workstations are restricted to library catalog use and accessing library provided databases or services.
- **Copying** - Copiers are available for patrons to use for a fee per page.
- **Printing from public computers** - Patrons may print from GRRL computer workstations for a fee per page.

Locally Delivered Public Services

- **Information services** - Reference, reader's advisory and technology assistance provided in-person or over the phone.
- **Circulation services** - Registration of library cards, check-out and check-in of library materials. Automated telephone or email notification for requested materials.
- **Programming services** - Programs for all ages: pre-k, school age, teen, and adult with a minimum of 25 programs annually. A minimum of one outreach event per library community annually.

Regionally Delivered Public Services

Web-based

- **Online catalog** - The library catalog is maintained to reflect library holdings and facilitate convenient 24/7 access to library materials.
- **Digital Library** - e-books and e-audio materials are available through the library's website.

- Virtual reference – Email reference available during library open hours. Chat reference available 24/7 through statewide AskMN consortium.
- Subscription Databases - Patrons have access to databases on various topics that are subscribed to by GRRL or Electronic Library of Minnesota (ELM).

In-library

- Book-a-Librarian - Personalized face-to-face sessions with a librarian by scheduled appointment.
- Programming
 - Arts & Cultural Heritage Programs (grant dependent)
 - Summer Reading Program
 - Winter Reading Program
- Marketing and publicizing programs and services.

Criteria for Scale of Services Delivered

The number of public and staff computer stations will be dependent on facility size and wiring capacity. Additionally, total Internet usage, borrowers, and open hours will be used to determine the number of stations assigned to a library. A minimum of one public access catalog, two public Internet station and two staff computer work stations will be provided in each library.

The amount of programs, marketing and publicity will be dependent on the number of borrowers served at each library and grouped by Tier.

Tier	Open Hours	Borrowers	Minimum Annual Program Levels
1	20-23	400-1,300	25
2	24-40	1,300-4,000	30
3	41-49	4,000-20,000	40
4	50 or more	20,000 or more	200

Approved Date: 7/19/2016

GRRL Library Development Policy

V. New Libraries

Library buildings are the responsibility of the municipality to operate and maintain. They may be owned or leased. Funding other than municipal tax receipts may be used to provide for those responsibilities, but those costs must be guaranteed by city council resolution and city levy authority. All requirements under Minnesota Statute 134.34 must be met.

A. New Libraries - Building Requirements*

1. The city wishing to add a new GRRL library location needs to meet all GRRL specifications for community size, facility space and distance from other GRRL libraries as outlined in GRRL policy and the GRRL Branch Agreement or other requirements set by the GRRL Board of Trustees.

2. Site: the library site shall provide maximum convenient access to the greatest number of people in the community during the normal course of their daily activities by being located near the center of highest density of daily activity and near high use facilities such as a post office, retail stores, educational facilities, or in close proximity to government centers or community centers.
3. The municipality will provide adequate, safe, convenient and well-lighted parking areas for library users and staff. Parking needs are based on population served. Convenient on and off street parking shall be made available for library customers. The minimum number of parking spaces may be determined by municipal zoning ordinances. Handicapped parking requirements of the Americans With Disabilities Act must be met.
4. Minnesota provides no absolute numerical standards for public library size. However, a large community population indicates a need for greater amounts of public service space to provide for necessary collections and other services. Communities serving larger populations require libraries with more floor space not only for larger collections, but also for additional seating, larger program space and greater numbers of computers to access library information resources.
5. The library must be of adequate size to meet and implement the full range of library services that are consistent with GRRL's long range plan and the standards within this document.
6. The library will have adequate space for adult, child, and family use, with all materials easily accessible for library users of all ages. Furniture provided by the municipality must also include design elements appropriate for children and patrons with disabilities. Furnishings and shelving purchased by the city must be approved by GRRL. Furnishings and shelving will remain as property of the city that will bear the responsibility of maintaining the facility and furnishings as outlined in the branch agreement. All purchased equipment will become the property of GRRL and must be approved by GRRL who will bear the responsibility of maintaining library operations as outlined in the GRRL Branch Agreement.
7. The library building and furnishings must meet state and federal requirements for physical accessibility, including the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG).
8. In compliance with ADAAG, library signage must include directional signs and instructions for the use of the collection, the catalog, and other library services in print, Braille, alternate formats and languages other than English, as appropriate.
9. The library facility will support the implementation of current and future technologies. Installation and repair of code compliant wiring within the facility is a municipal responsibility.
10. The library entrance will be clearly visible and located on the side of the building that most users approach.
11. Interior lighting levels must comply with standards issued by the Illuminating Engineering Society of North America.
12. The library facility provides for the return of library materials when the library is closed. After-hours book deposits must be easily accessible to staff and secure and protect library materials from weather elements. It is highly recommended that after-hours book deposits store materials inside the facility. They must also be easily accessible to people with disabilities.
13. The municipality will provide appropriate floor covering throughout the building (carpeting or other sound absorbing materials).
14. The building will include appropriate ceiling treatments throughout (sound absorbing materials).
15. The building will include appropriate space for heating and cooling equipment, stairways, janitorial, entryway, and other spaces determined by community needs, service program and architectural design.
16. Because of additional staffing costs associated with multi-level buildings, all new libraries shall be constructed on one level of public service space. The space should be as open and as flexible as possible.

17. The building will include adequate heating and air conditioning.
18. The building will include adequate electrical service, conduits and outlets necessary to meet GRRL's needs.
19. Library space must be utilized only as a library and not as a community meeting room, city hall or any other purpose. Multi-use facilities are acceptable only if the library area has its own designated space and is physically separated from other areas of the building with walls and doors that can be locked and secured by library staff.
20. Library shelving must be standard metal or wood shelving in 3' sections in a variety of heights to accommodate children's, reference, audio-visual and other collections. All standard shelving units will be furnished with adjustable shelves.
21. The building must include convenient delivery access: the delivery access must be accessible for deliveries of library materials from headquarters.
22. The building must include an adequate private work area for staff off-desk tasks and breaks.

B. New Libraries - Access Requirements*

1. Library signage must be provided on main community thoroughfares as well as on the building. Communities must also provide signage on the facility that includes the GRRL logo.
2. The standard range of library services must be available during every open hour.
3. Library hours must include a mixture of morning, afternoon, evening and weekend hours to provide as much accessibility as possible for library users.
4. GRRL determines open hours schedules. Library open-hour schedules are arrived at by methods that may include a survey of the community, as well as an evaluation of library hours of adjacent library facilities to insure as much access for the public as possible.
5. Libraries must be open a minimum of 20 hours per week, or the minimum number of hours necessary to qualify for Regional Library Telecommunication Aid.

* These requirements are based on the Wisconsin Public Library Space Needs Standards document. They are also referenced in Minnesota State Library's Accessibility and Construction Grant guidelines.

C. New Libraries - Other General Requirements

Service Area

Library buildings and their primary area of service must be within the following Minnesota counties: Benton, Morrison, Sherburne, Stearns, Todd, and Wright. The population served must be at least 5,000 based on the community and adjacent townships surrounding the community. The most recent population statistics from the Office of the State Demographer will be used to determine compliance with this requirement.

Start-up Costs

Start-up costs for new library facilities are the responsibility of the host city to be provided through local funds. These costs include but are not limited to:

Library equipment and furnishings – funding for staff and public computers, network equipment, copier, telephone, Express Checkout machine. Equipment must meet minimum GRRL standards as outlined in policy to ensure compatibility with existing systems. Basic library equipment and operations costs

required: circulation terminals, public access catalogs, public computer stations, cabling, printers, a copier, book carts and network equipment. Additionally, the costs for software license fees, printing, maintenance contracts, telecommunications (usually provided by RLTA), and miscellaneous equipment need to be covered. Considerations for space, wiring and equipment costs for self checkout stations are strongly recommended for libraries with projected circulation figures over 12,000 items per month. Projected costs will be calculated as part of a new library proposal and will be based on GRRL libraries of similar size and population service area.

Opening Day Collection – Funding for a physical collection of a size adequate to meet the size of the community. Library materials equivalent to 70 percent of capacity based on libraries of comparable size in GRRL. The opening day collection will consist of 25 percent re-distributed older materials from existing GRRL collection and 75 percent newly purchased materials. Projected costs will be calculated as part of a new library proposal and will be based on current GRRL models of collection size and format.

Any other items needed to open the library and meet GRRL specifications as determined by library administration and the GRRL Board.

Approved Date: 01/08/08

GRRL Library Development Policy

VII. Responsibilities of the Local City Council for Library Operation

1. Provision and maintenance of a building, furniture for staff and public areas, shelving and other building equipment (including but not limited to circulation desk).
2. Provision and maintenance of heat, air conditioning, light, water and other utilities with the exception of telephone service. All code compliant wiring is to be provided by the building owner or the municipality.
3. Janitorial (cleaning) and trash removal services on at least a weekly basis. Larger facilities need more frequent janitorial services.
4. Maintenance and repair of the building and grounds including raking, lawn mowing and snow removal in a timely manner.
5. Cities must provide insurance on the building (if city owned) and city owned contents. The city must also provide liability insurance coverage.
6. Development and interpretation of policies relating to meeting room use (if applicable).
7. Development of a Rules of Behavior Policy enforceable by local law enforcement.

Approved Date: 01/08/08

GRRL Library Development Policy

VIII. Responsibilities of Great River Regional Library

1. Determination, development, and provision of programs and services to be provided with input from local residents of individual communities.
2. Development and carrying out of all library policies. GRRL maintains uniform service policies for all libraries. To minimize confusion no individual service policies for particular locations will be maintained.

3. GRRL administrative staff determines hours of service with input from local residents.
4. Collection development: The GRRL staff is responsible for selection of library materials for all GRRL libraries. All materials purchased for any library are to be ordered through GRRL regardless of the source of funds. Local citizens are encouraged to make suggestions for collection development and GRRL staff will evaluate those recommendations utilizing the library's Collection Development Policy. Gift materials or monetary donations will be accepted under the provisions of GRRL's Collection Development Policy. Collection maintenance including future purchases and de-acquisitions (weeding)
5. Personnel administration: GRRL is responsible for the selection, training and employment of all personnel. The GRRL Board is responsible for maintaining a region-wide compensation schedule and personnel policy applicable to GRRL employees. All decisions relating to staffing levels, promotion, demotion, hiring or terminations are the responsibility of the regional library.
6. GRRL will insure all GRRL owned materials and equipment.
7. Miscellaneous services: GRRL provides basic telephone service (except building wiring), networking, Internet connections and technology services, programming, delivery service, purchase of essential operating supplies and all other responsibilities not directly associated with the provision and maintenance of library buildings. Maintenance of GRRL-provided equipment.
8. GRRL will provide automation equipment, software and licenses required to perform assigned GRRL functions.
9. Computers – GRRL computers are to be used for library purposes only. No software can be added to any GRRL computer without the authorization of the Associate Director - Information Technology.

Approved Date: 01/08/08

GRRL Library Development Policy

IX. Renovated, Re-located or Expanded Libraries

Local governments must work closely with GRRL when planning for renovation, expansion or relocating libraries. GRRL administration and/or the GRRL Board must approve all renovation and relocation projects. The GRRL board shall determine whether GRRL staff and materials will or will not be located in any building provided by the city. The GRRL board may choose not to provide service in a renovated or relocated building if it does not meet the needs of the region.

Relocated libraries must meet the criteria established in this document under V. New Libraries, sections A, B and C.

When existing libraries are renovated or expanded, significantly increased usage is likely. Anticipating and planning for increased staffing levels at these locations will require ongoing conversation with city planners. GRRL's budget cycle requires that a budget for the following calendar year be set in July of the preceding year. Budget planning for additional staff must be completed as part of the GRRL budget process well in advance of any library's expansion, relocation or renovation.

Approved Date: 01/08/08

GRRL Library Development Policy

X. Contracts and Final Agreements

Using the criteria listed above, the following additional steps are required for the establishment of new libraries.

The GRRL board has the final authority to approve the relocation or establishment of any new library.

New Library Consideration Process

1. City makes an official request by resolution for addition of a new branch location to the GRRL Board.
2. Upon GRRL Board approval, GRRL management provides the City and the GRRL Board with a full analysis of the requirements needed for new branch service, including start-up and ongoing operational costs.
3. Any city given authority by the GRRL Board to establish a new library shall pass a resolution committing the funding needed to meet the expenses listed in GRRL policies V. New Libraries and VI. Responsibilities of the Local City Council for Branch Operation from city revenues. Other funding sources may be used to meet these costs, but they must be backed by city resources under city levy authority. The city presents its proposal to the GRRL Finance Committee for consideration and recommendation to the full GRRL Board of Trustees.
4. The GRRL Board considers the proposal. Any new branch service ongoing operational costs are incorporated into future GRRL budgets.
5. A signed contract must be in place prior to the establishment of a new library outlining responsibilities of GRRL and the city.

Approved Date: 01/08/08

Revised Date: 07/19/16

GRRL Service & Administration Policy

Chapter 3C.1 Branch Facility Non-Compliance Process

The following steps will be followed if a GRRL facility is in need of updates or out of compliance with GRRL standards:

1. GRRL management and local staff will notify city officials of facility branch agreement non-compliance issues, such as maintenance needs, wiring requirements, or safety concerns.
2. GRRL management and local staff will work with city officials to develop an action plan to address identified issues.
3. All notifications and actions will be included in management and building reports to the GRRL Board of Trustees.
4. If unsatisfactory response from the city, management will share concerns with the GRRL Board and request approval of next steps for action. These steps will include:
 - o An identified timeline for improvements based on safety, security and/or other issues.
 - o Presentation of the city's response to management concerns (if any).
 - o Proposed level/s of response if GRRL needs/expectations are not met.

If issues remain unresolved for an unsatisfactory amount of time, GRRL Board may vote to suspend services as outlined in the GRRL Branch Agreement.

Approved Date: 7/19/2016

**GRRL Public Relations Policy
Chapter 2C. Equipment Donation**

GRRL generally does not accept donated equipment. In the event that an exception is made and the equipment is accepted, the donation must enhance the mission of GRRL. GRRL reserves the right to decline any equipment donation for any reason. This equipment will be considered the property and full responsibility of GRRL.

The Associate Director - Information Technology (IT) will determine the suitability of donated equipment that is operated or maintained by IT.

The Associate Director - IT and/or the Library Executive Director must approve equipment donations and monetary donations designated for a particular technology purpose in writing prior to the acceptance. Failure to obtain prior written approval may result in removal of the equipment and/or disciplinary action for staff.

Equipment donations need to follow standard donation procedures. Equipment that is donated may be reallocated or disposed at the discretion of the Associate Director - IT.

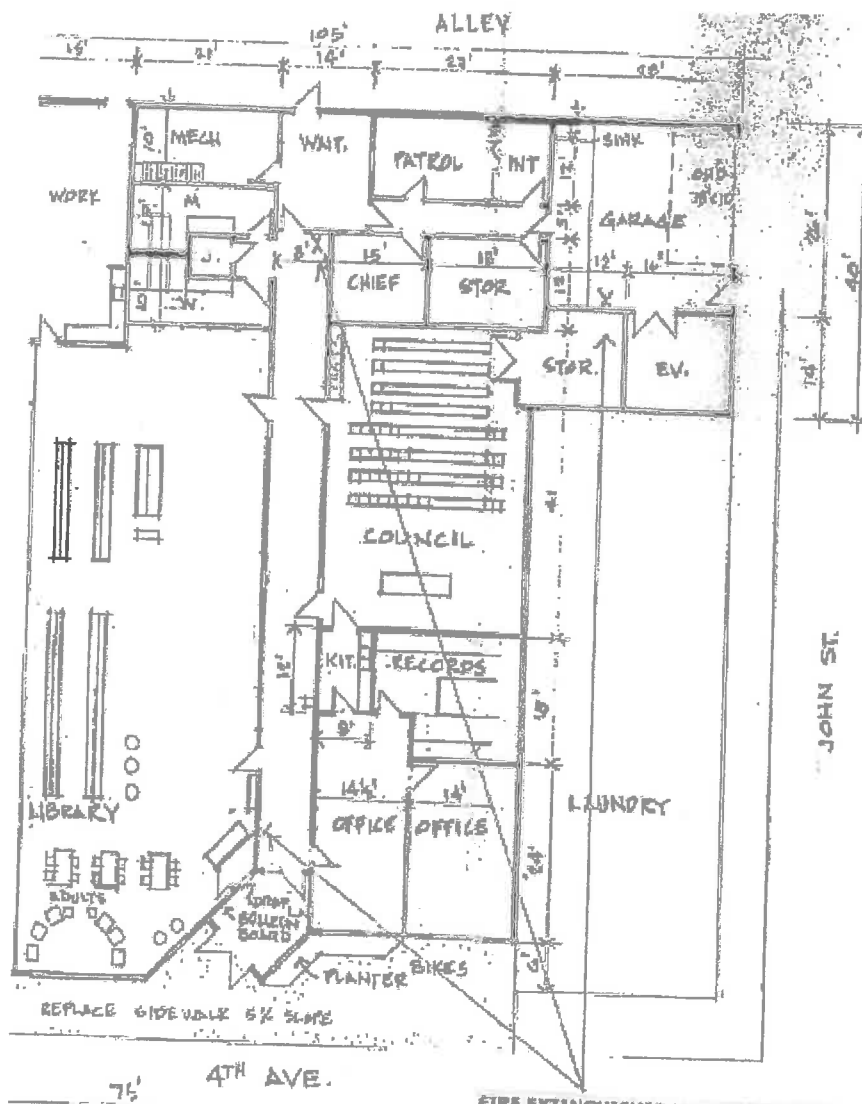
Approved Date: 3/26/2006

Effective Date: March 2006

Revised Date: 5/11/2010, 03/15/2011, 03/20/2012

Exhibit C – Facility Map

Map of facility space provided by the lease.



FIRE EXTINGUISHER LOCATIONS - SEE JMD

FLOOR PLAN

FOLEY CITY HALL

TRA 11-23-90

Christmas Decorations Quote 2017

13 Pole Mount Decorations per Quote \$4,871.00

5 Christmas Trees

4 Stockings

4 Single Candy Canes

12 sets of pole brackets @ \$126.67 ea. \$1,520.04

\$6,391.04 total



Temple Display, Ltd.
114-C Kirkland Circle
Oswego, IL 60543
Phone 630-851-3331
Fax 630-851-4144

SALES ORDER

Sales Order # TDLQ26035
Date 5/4/2017
Sales Rep. Dave

Sold To:

Foley, City of
Mark Pappenfus
P.O. Box 709
Foley, MN 56329-0709

Ship To:

Foley, City of
Mark Pappenfus
251 4th Ave N
Foley, MN 56329-0709

Best Way / ASAP

P.O.#	Ship Via/Date:	Terms:	NET 30	Shipping:	Prepay & Add
Qty	Part No.	Description	Unit Price	Ext. Price	
4	P-182A	5-ft Single Frame Candy Cane Custom to Foley, MN Bracket (\$35)	\$241.00	\$964.00	
4	P-235A	5-ft Stocking custom to Foley, MN Bracket (35)	\$391.00	\$1,564.00	
5	P-120A	5-ft LED Fantasy Tree custom to Foley, MN Bracket (\$35)	\$393.00	\$1,965.00	
All decorations are warranted for 6 years Minleon LED lamps are warranted for 3 years These decorations are redesigned to fit special bracketing provided by Foley, MN This special pricing is good till the end of May.					
SubTotal				\$4,493.00	
Sales Tax				\$0.00	
Estimated Shipping Charges				\$378.00	
Total				\$4,871.00	

Authorized Signature _____ Mark Pappenfus

All Holiday Decorations are Copyrighted and cannot be duplicated.

Claims must be made within 5 days of receipt of goods. This order subject to acceptance from home office. Sales tax where applicable. Interest charges applicable on overdue accounts. Cancellations subject to sellers consent. FOB Factory.

5 Trees



4 Stockings



4 Single Candy Canes



CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017 – 12

A RESOLUTION APPROVING THE MINNESOTA LAWFUL GAMBLING
L6230 PREMISES PERMIT APPLICATION OF DUELM AREA LIONS CLUB

BE IT RESOLVED that the Minnesota Lawful Gambling L6230 Premises Permit Application of Duelm Area Lions Club, to be used at the Other Bar (Jax Firehouse), 193 Hwy. 25, in the City of Foley is hereby approved.

The City hereby waives the 60-day waiting period to disapprove the license application of the Duelm Area Lions Club.

PASSED AND ADOPTED by the City Council of the City of Foley this 6th day of June, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017 – 14

A RESOLUTION APPROVING THE MINNESOTA LAWFUL GAMBLING
LG214 PREMISES PERMIT APPLICATION OF CENTRAL MN NOON OPTIMIST CLUB

BE IT RESOLVED that the Minnesota Lawful Gambling LG214 Premises Permit Application of Central MN Noon Optimist Club, to be used at the Other Bar (Jax Firehouse), 193 Hwy. 25, in the City of Foley is hereby approved.

The City hereby waives the 60-day waiting period to disapprove the license application of the Central MN Noon Optimist Club.

PASSED AND ADOPTED by the City Council of the City of Foley this 6th day of June, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017-15

RESOLUTION ESTABLISHING DEBT MANAGEMENT POLICY

WHEREAS, debt management is an integral part of financial management of the City; and

WHEREAS, debt is a mechanism which is necessary to ensure capital improvements proceed and city infrastructure and equipment are properly maintained; and

WHEREAS, specific provisions and guidelines are necessary to facilitate and manage debt resources; and

WHEREAS, the City Council has determined it necessary to adopt a formal policy with guidelines on how it manages and facilitates debt;

NOW, THEREFORE BE IT RESOLVED THAT the City of Foley does hereby approve the Debt Management Policy as identified in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota this 6th day of June, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator



DEBT MANAGEMENT POLICY

PURPOSE

The issuance of debt is an important and flexible revenue source available to the City of Foley. The issuance of debt is a mechanism which allows capital improvements to proceed when necessary and in advance of when it may otherwise be feasible. Borrowing can reduce long-term costs due to inflation, prevent lost opportunities, and equalize the costs of improvements to present and future property owners and customers of the City.

Debt management is an integral part of the financial management of the City of Foley. Adequate financial resources must be provided for the repayment of debt, and the level of debt incurred by the City must be effectively controlled to amounts within levels that will maintain the City's credit rating. A goal of debt management is to stabilize the overall debt burden and future tax levy requirements to ensure that debt is repaid timely.

POLICY STATEMENT

Fiscally prudent and managed use of debt provides financial and operating advantages. Extensive use of debt places a burden on the fiscal resources of the City and its taxpayers. The following guidelines provide a framework and limit on debt utilization:

1. The City will restrict long-term borrowing to planned capital improvements, as identified in the city's capital improvement plan.
2. The City will not use long-term debt for current operations unless in an emergency situation.
3. The City will limit borrowing for equipment and capital projects which are over \$50,000 in value.
4. The City will pay back debt within the expected useful life of the capital asset.
5. The City will maintain communications with bond rating agencies regarding its financial condition including full disclosure in every financial report and bond disclosure document.
6. When feasible the City will use refunding mechanisms to reduce interest cost and evaluate the use of debt reserves to lower overall annual debt service where possible.
7. The City Administrator in consultation with the City's Financial Advisor shall prepare and file annual continuing disclosure reports.
8. During the annual budget process, all debt will be reviewed to ensure that the overall debt burden is manageable and repayments are fully budgeted.
9. All debt shall be reviewed at least annually by the City Administrator in consultation with the City's Financial Advisor for refunding or refinancing opportunities.

Seasonal Hiring – 2017

Municipal Pool

Vanessa Janckowski, Manager
Kim Bartholemy, Assistant Manager
Emily Odenthal
Audra Marquard
Allison Nadeau
Brooke McIver
Riley Johnson
Hannah Batty
Bailey Rueckert
Macy Erson
Carolyn Schneider
Courtney Brambrink
Amelia Winkelman
Landrie Walz
Cassy Teff
Emma Brenny
Kira Kiloran

Public Works

Tanner Brosch
Jay Howard
Zachary Faith
Jeron Schefers

Bills List - June 6, 2017

Gross Salaries	Payroll - 5/12/17	\$	21,310.04
EFTPS	Federal Withholding	\$	4,599.65
MN Dept of Revenue	State Withholding	\$	912.84
State Treas. PERA	PERA	\$	3,727.45
Nationwide	Deferred Comp	\$	620.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	85.00

Gross Salaries	Payroll - 5/26/17	\$	21,265.17
EFTPS	Federal Withholding	\$	4,594.36
MN Dept of Revenue	State Withholding	\$	903.99
State Treas. PERA	PERA	\$	3,638.02
Nationwide	Deferred Comp	\$	620.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	85.00
MN PEA Union	Union Dues	\$	39.00

Already Paid - 6/6/17

Cloudnet	Server Fee	\$	10.00
Delta Dental	Employee Dental		1032.5
Midco	Internet	\$	125.00
MN Dept of Revenue	Sales Tax	\$	530.00
Blue Cross/Blue Shield	Employee Health Insurance	\$	4,110.00
Select Account	Medical Spending Fee	\$	4.22
Sun Life Assurance Co	Long Term Disability	\$	170.59
USable Life	Employee Life Insurance	\$	275.50
Wimactel	Pool Payphone	\$	60.00

To Be Paid - 6/6/17

Advanced Disposal	Garbage Services	\$	424.08
Auto Value	Shop Repair & Pond Pump	\$	25.96
Benton County Hwy Department	PD Fuel	\$	351.40
Benton County Recorder	Recorder Services	\$	46.00
Brock White	Mortar	\$	159.68
Central McGowan	PD Cylinder Rent	\$	6.60
CFR	Refund for Duplicate Water Payment	\$	310.09
Citizen Tribune	Pool Job Advertising	\$	247.50
East Central Energy	Utilities	\$	883.60
Emergency Response Solutions	Fire Uniforms	\$	259.56
F.I.R.E.	Fire Training	\$	650.00
First National Bank of Omaha	Credit Card Purchases	\$	752.90
Flexible Pipe Tool Company	Flexicam, Flexlink	\$	299.95
Foley Civic Group	Fun Days Budgeted Contribution	\$	6,000.00
Foley Fuel & Lumber	Parks & Pool Maintenance	\$	67.25
Foley Hardware	Pool, Street, Park Repairs, Employee boots	\$	347.89
G&K Services	Uniforms & Mats	\$	436.44
Gilman Coop Creamery	Roundup	\$	85.74
Gopher State One Call	Email Tickets	\$	67.50
Harland Clarke	Deposit Slips	\$	94.43
Hawkins	Phosphate, Supplies, Bleach	\$	6,690.65
Helmin Construction	Class 5	\$	1,061.08
Henry Embroidery	Fire Uniforms	\$	160.00
Ickler	Pool Repairs	\$	1,368.08
Integra	Phone Service	\$	868.21
Knife River	Repair City Pond Bank	\$	1,221.39

Kreislers, LLC	Sewer Gloves	\$	510.18
Marco	Copier Contract	\$	305.91
Matt Ehinen's Emergency Vehicle Service	Lighting Mounts & Labor	\$	177.50
Mimbach Fleet	Fire Supplies & Maint	\$	97.78
MN Dept of Health	Water Supply Connection Fee	\$	1,434.00
MN Secretary of State	Monica Notary Public	\$	120.00
MCFOA Treasurer	Dues	\$	40.00
Molitor Excavating	Repair City Pond Bank	\$	3,300.00
Motorola	Fire Batteries	\$	456.00
Northland Securities	Economic Development Planning	\$	500.00
Peplinski, Inc	Restroom Supplies	\$	526.80
Perfomance Pool & Spa	Pool Paint & Signs	\$	2,015.91
Postmaster	PO Box Fee	\$	116.00
Quality Flow Systems	New Motor Starters	\$	1,000.00
Recreation Supply Company	Pool Supplies	\$	330.30
Red's Auto Electric	Fire J5 Repair	\$	99.45
Rinke Noonan	Attorney Services	\$	1,441.50
Rohman Lawn Care	Weed Control - Holdridge, Lions, Fire Hall	\$	1,000.00
Select Account	Employee Flex & Fee	\$	53.80
Short Elliot Hendrickson	Engineering Services	\$	3,904.37
Stearns DHIA Central Lab	Water Testing	\$	930.00
Verizon	Cell Phones	\$	325.39
Wex Bank	Fuel Purchases	\$	138.42
Xcel Energy	Utilities	\$	4,929.33

Additional To Be Paid - 5/2/17

\$ 115,356.95

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2017 – 13

RESOLUTION APPROVING VARIANCE REQUEST (301 John Street)

WHEREAS, the applicant (Bernadette Stangler) is replacing an existing structure on a residential, legal non-conforming lot;

WHEREAS, the existing lot size is less than minimum lot size identified by the City of Foley Zoning Ordinance;

WHEREAS, the applicant's existing accessory structure does not meet the required 10-foot setback from the principal structure;

WHEREAS, the applicant has submitted a site plan and variance request for a 2.5-foot variance from the required accessory building setback from the principal structure;

WHEREAS, the Planning Commission has reviewed and recommended approval of both the Site Plan and requested Variance; and

WHEREAS, the Site Plan for this project meets the City's criteria.

NOW, THEREFORE, the Foley City Council makes the following findings of fact with respect to the requested Variance:

1. **Unique Circumstances**. There are exceptional or extraordinary circumstances or conditions applying to the property in question as the existing lot is smaller than the required minimum lot size standard set forth in code.
2. **Necessary to Preserve Reasonable Use of the Property**. The property cannot be put to a reasonable use without the variance. That such variance is necessary for the preservation and enjoyment of a substantial property right similar to that possessed by other properties in the same district and in the same vicinity. The existing lot size limits ability to meet all setbacks and provide for similar sized structure, which is not reasonable.
3. **Not Merely Economic**. Cost or money savings are not the only reason for the variance. The variance is necessary to accommodate the use on a limited sized parcel.
4. **Maintains the Character of the Neighborhood**. The variance will not alter the area's essential character of the neighborhood as a residential neighborhood.
5. **Meets the Spirit of this Ordinance and Comprehensive Plan**. The variance maintains the spirit and intent of this Ordinance and the Comprehensive Plan.

FURTHER, the Foley City Council resolves as follows:

1. The Variance request is hereby approved.

PASSED AND ADOPTED by unanimous vote of the City Council of the City of Foley this 6th day of June, 2017.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

City of Foley
Variance
Findings & Order

Date: 05-08-17

Applicant: Bernadette Stangler - Tom Mazacek / Frontier Builders

Variance Requested: 301 John Street - 2.5 ft variance accessory structure
set back from principal structure

1. Does the variance demonstrate harmony with the general purposes and intent of the zoning ordinance?

Yes



No



Why or why not:

residential, non-conforming lot - same
type of use, improving existing conditions

2. Is the proposed variance consistent with the city comprehensive plan?

Yes



No



Why or why not:

area zoned residential

3. Is the proposed use a reasonable manner not permitted by the zoning ordinance?

Yes



No



Why or why not:

improve lot, similar use

4. Is the plight of the landowner due to circumstances unique to the property not created by the landowner?

Yes



No



Why or why not:

pre-existing conditions

5. Granting the variance will not alter the essential character of the neighborhood?

Yes ☒ No ☐

Why or why not:

Same use as existing

6. Are the "practical difficulties" more than economic?

Yes ☒ No ☐

Why or why not:

Smaller than standard lot size

IF ALL OF THE ANSWERS ARE "YES", THE CRITERIA FOR GRANTING A VARIANCE HAVE BEEN MET.

❖ Facts supporting the answer to each question above are hereby certified to be the Findings.

THE FOLEY PLANNING COMMISSION RECOMMENDS THE VARIANCE:

Approved ☒ Not Approved ☐

Date

5/8/17

Chair, Foley Planning Commission

Date of Public Hearing:

6/6/17

Time:

5:30 pm

Results:

THE FOLEY CITY COUNCIL DETERMINES THE VARIANCE:

Approved ☐ Not Approved ☐

The following conditions to be imposed on the property to insure compliance and to protect adjacent properties and the public interest:

Date

Mayor

City of Foley Variance Application

Street Location of Property: 301 John St
Legal Description of Property: Lot 11 & 12 Foley's First Addition to the Town of Foley
Current Zoning of Property: R-1 Proposed Zoning: R-1
Type of Request: See attached letter
*** (Attach narrative describing details of project scope) ***

Property Owner: Bernadette Stangler
Name 310 John St Phone 320-968-8981
Address Foley, MN 56329 Fax bernadette.stangler@va.gov
Email

Applicant: Tom Mazacek/ Frontier Builders
Name 362 Maple Drive Phone 320-241-9591
Address Foley, MN 56329 Fax tmazacek@yahoo.com
Email

Type of Request & Fee Amount:

<input type="checkbox"/>	Rezoning/Amendment	\$150.00
<input type="checkbox"/>	Conditional Use Permit	\$150.00
<input checked="" type="checkbox"/>	Variance	\$150.00
<input type="checkbox"/>	Planned Unit Development	\$150.00

<input type="checkbox"/>	Preliminary Plat	\$500.00
<input type="checkbox"/>	Final Plat	\$
<input type="checkbox"/>	Annexation	\$150.00 +
<input type="checkbox"/>	Site Plan Review/Other	
Total Fees Paid		\$

Has a request been made previously on this property? ☐ Yes ☒ No Explain: _____

This application must be completed in full, be typewritten or clearly printed, and must be accompanied by all information, supporting documents and plans as required by applicable City Ordinance provisions. A determination of completeness of the application shall be made within ten business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant.

This is to certify that I am making application for the described action by the City and that I am responsible for all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application. I have attached a copy of proof of ownership (either copy of Owner's Duplicate Certificate of Title, Abstract of Title or purchase agreement), or I am the authorized person to make this application and the fee owner has also signed this application.

- ☒ Supporting Documents Attached
- ☒ Appropriate Fees Paid
- ☐ Review by City Staff
- ☐ Completed Application Accepted

Application Filed: 04-21-17
Date Fees Paid: 04-21-17
Staff Initials: SB
Date Application Accepted: 04-24-17

Tom Mazacek 04-19-17
Signature of Applicant Date
Bernadette Stangler 4-21-17
Property Owner Date

Tom Mazacek 04-19-17
Signature of Fee Owner Date

City of Foley Variance Supplementary Application

Please use this form to explain how your variance request meets the requirements for a variance.

- (1) Describe how will the variance demonstrates harmony with the general purposes and intent of the zoning ordinance.

We are looking to keep the zoning the same, and our proposal is within the allowed usage of the current zoning

- (2) Describe how the variance is consistent with the Comprehensive Plan.

The comprehensive plan is residential use and that will remain the same. The structure currently on the lot is in need of updating, and we are trying to work within the constraints of a small lot and an existing garage.

- (3) Demonstrate the "practical difficulties" in complying with the zoning ordinance. *

1. How is the proposed use a reasonable manner not permitted by the zoning ordinance?

The zoning ordinance that we are having difficulties achieving is a 10' separation between the house and a accessory structure. The lot size and the existing garage is making it difficult to put in a reasonable sized house.

2. Demonstrate the plight of the landowner is due to circumstances unique to the property not created by the landowner.

Same as answer #1

3. Demonstrate, if granted, how the variance will not alter the essential character of the neighborhood.

We are replacing an old house in the R-1 zoning and constructing a new house that will remain R-1. Their will be no change in zoning and the essential character of the neighborhood will remain the same

**Economic considerations alone do not constitute practical difficulties.*



FRONTIER
BUILDERS OF MN, Inc

Phone: 320-241-9591

362 Maple Drive, Foley MN 56329
email: tmazacek@yahoo.com

April 18, 2017

City of Foley Planning Commission
City of Foley, City Council
251 4th Ave North
Foley, MN 56329

We would like to have your Council/Commission consider granting Bernadette Stangler, owner of property at 301 John Street, a variance to your ordinance requiring 10' between a house and a detached accessory building. We are asking to be 7.5' from house to the detached garage. There are a few reasons to grant this variance:

1. We are working with a very small lot 60'x120' and an existing detached structure that is limiting the size of a new dwelling.
2. We will be keeping the corner set-backs of 20 feet from John St and 15 feet from 3rd Ave as was requested by City personnel.
3. We are trying not to get any closer to the property line to the North as to what the existing house is now. Trying to not inconvenience any of the neighbors, and keeping harmony in the neighborhood.
4. We are still within the code requirements of The International Residential Code. Which requires 5 feet of separation between the dwelling and a detached structure. We would have 7.5 feet from structure to structure.

In closing, we are trying to design a very limited structure to replace what is already on-site. The structure that is on-site is very much in need of replacement. The owner of the property and myself are working hard to design a new house that will replace the existing structure, but are working on a very constrained area.

Thank-you in advance for considering our variance request.

Thanks,

Tom Mazacek
Frontier Builders
320-241-9591

Sarah Brunn

From: Nancy Scott <nscott64@hotmail.com>
Sent: Monday, April 24, 2017 9:46 AM
To: Sarah Brunn
Cc: Pappenfus, Mark; Ripple, Adam; Halter, Jon
Subject: Re: 301 John Street - Variance Request

I have spoke with the builder on several occasions and have no issues with this request. Even located 7.5 feet from the garage, this structure would meet all Building Code requirements.

Nancy Scott, CBO2099
AllSpec Services, LLC
320-293-5298

On Apr 24, 2017, at 9:36 AM, Sarah Brunn <sbrunn@ci.foley.mn.us> wrote:

Good morning.

Please see attached variance request for 301 John Street. This is scheduled for planning on May 8th. This is to tear down and build a new house on an existing lot (old part of town) but keep the existing garage. The request for a variance of 2.5 feet from the setback of the garage to the new house.

Please submit any comments you have by the end of the week. If you don't have many, via email is fine.

Let me know if you have any questions.

Thanks.

Sarah A. Brunn
City Administrator
City of Foley
251 4th Avenue N
P.O. Box 709
Foley, MN 56329
320-968-7260
sbrunn@ci.foley.mn.us

<301 John St - Stangler variance letter.pdf>

<301 John Street - Garage Setback Application.pdf>

<301 JOHN ST - Cert of Survey - Site Plan.pdf>

Sarah Brunn

From: Jon Halter <jhalter@sehinc.com>
Sent: Monday, April 24, 2017 1:21 PM
To: Sarah Brunn
Cc: Ripple, Adam; Pappenfus, Mark; Scott, Nancy
Subject: Re: 301 John Street - Variance Request

no concerns

Jon M. Halter, P.E. | Associate | Project Manager
SEH | 1200 25th Avenue South | P.O. Box 1717 | St. Cloud, MN 56302-1717
320.229.4344 direct | 320.250.6084 cell | 888.908.8166 fax
www.sehinc.com
SEH--Building a Better World for All of Us™

☞ "Sarah Brunn" ---04/24/2017 09:36:35 AM---Good morning.

From: "Sarah Brunn" <sbrunn@ci.foley.mn.us>
To: "Pappenfus, Mark" <foleypwks@cloudnet.com>, "Ripple, Adam" <aripple@rinkenoonan.com>, "Halter, Jon" <jhalter@sehinc.com>, "Scott, Nancy" <nscott84@hotmail.com>
Date: 04/24/2017 09:36 AM
Subject: 301 John Street - Variance Request

Good morning.

Please see attached variance request for 301 John Street. This is scheduled for planning on May 8th. This is to tear down and build a new house on an existing lot (old part of town) but keep the existing garage. The request for a variance of 2.5 feet from the setback of the garage to the new house.

Please submit any comments you have by the end of the week. If you don't have many, via email is fine.

Let me know if you have any questions.

Thanks.

Sarah A. Brunn

City Administrator
City of Foley
251 4th Avenue N
P.O. Box 709
Foley, MN 56329
320-968-7260
sbrunn@ci.foley.mn.us

[attachment "301 John St - Stangler variance letter.pdf" deleted by Jon Halter/seh] [attachment "301 John Street - Garage Setback Application.pdf" deleted by Jon Halter/seh] [attachment "301 JOHN ST - Cert of Survey - Site Plan.pdf" deleted by Jon Halter/seh]

Sarah Brunn

From: Adam Ripple <ARipple@rinkenoonan.com>
Sent: Monday, April 24, 2017 2:01 PM
To: Sarah Brunn; 'Mark Pappenfus'; 'Halter, Jon'; 'Scott, Nancy'
Subject: RE: 04313-0060 City of Foley: General: 301 John Street - Variance Request

Maybe. If they simply replace exactly what is there, you won't be able to. If the garage is in a slightly different location or is larger, you certainly could require compliance.

Adam A. Ripple
Attorney

RINKE NOONAN
Suite 300, US Bank Plaza
P.O. Box 1497
St. Cloud, MN 56302
(320) 251-6700 General
(320) 257-3868 Direct
(320) 656-3500 Fax

[website](#) | [email](#) | [bio](#) | [map](#)



For prompt assistance, please contact my paralegal,
Mary Jo Rowan at (320) 656-3553 or mjrowan@rinkenoonan.com

From: Sarah Brunn [<mailto:sbrunn@ci.foley.mn.us>]
Sent: Monday, April 24, 2017 1:59 PM
To: Adam Ripple <ARipple@rinkenoonan.com>; 'Mark Pappenfus' <foleypwks@cloudnet.com>; 'Halter, Jon' <jhalter@sehinc.com>; 'Scott, Nancy' <nscott64@hotmail.com>
Subject: RE: 04313-0060 City of Foley: General: 301 John Street - Variance Request

Adam,

I would assume when the garage is replaced we could require the hard surfacing at that time?

Sarah A. Brunn
City Administrator
City of Foley
251 4th Avenue N
P.O. Box 709
Foley, MN 56329
320-968-7260

sbrunn@ci.foley.mn.us

From: Adam Ripple [<mailto:ARipple@rinkenoonan.com>]
Sent: Monday, April 24, 2017 1:56 PM
To: Mark Pappenfus <foleypwks@cloudnet.com>; 'Sarah Brunn' <sbrunn@ci.foley.mn.us>; 'Halter, Jon' <jhalter@sehinc.com>; 'Scott, Nancy' <nscott64@hotmail.com>
Subject: RE: 04313-0060 City of Foley: General: 301 John Street - Variance Request

I do not have concerns with this variance.

As to the driveway, the City does have authority to place conditions on a variance but the conditions must relate directly to the variance. We'd have to take the position that the reduced separation creates an issue that paving the driveway would fix. Maybe firefighting would fall into that category, but I think it might be a stretch.

You can always ask them informally to bring it into compliance too.

Adam A. Ripple
Attorney

RINKE NOONAN
Suite 300, US Bank Plaza
P.O. Box 1497
St. Cloud, MN 56302
(320) 251-6700 General
(320) 257-3868 Direct
(320) 656-3500 Fax

[website](#) | [email](#) | [bio](#) | [map](#)



For prompt assistance, please contact my paralegal,
Mary Jo Rowan at (320) 656-3553 or mjrowan@rinkenoonan.com

From: Mark Pappenfus [<mailto:foleypwks@cloudnet.com>]
Sent: Monday, April 24, 2017 12:41 PM
To: 'Sarah Brunn' <sbrunn@ci.foley.mn.us>; Adam Ripple <ARipple@rinkenoonan.com>; 'Halter, Jon' <jhalter@sehinc.com>; 'Scott, Nancy' <nscott64@hotmail.com>
Subject: RE: 301 John Street - Variance Request

All,

I think everything looks good as others have said. One question; this property currently has a gravel driveway from the alleyway to the garage. Do we address this at this time or since they are not touching the garage do we wait until she possibly replaces the garage a few years down the road and address it then. Either way I'm good with it, just wanted to ask.

Thanks, Mark

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

From: Sarah Brunn [<mailto:sbrunn@ci.foley.mn.us>]
Sent: Monday, April 24, 2017 9:36 AM
To: Pappenfus, Mark <foleypwks@cloudnet.com>; Ripple, Adam <aripple@rinkenoonan.com>; Halter, Jon <jhalter@sehinc.com>; Scott, Nancy <nscott64@hotmail.com>
Subject: 301 John Street - Variance Request

Good morning.

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Please submit any comments you have by the end of the week. If you don't have many, via email is fine.

Let me know if you have any questions.

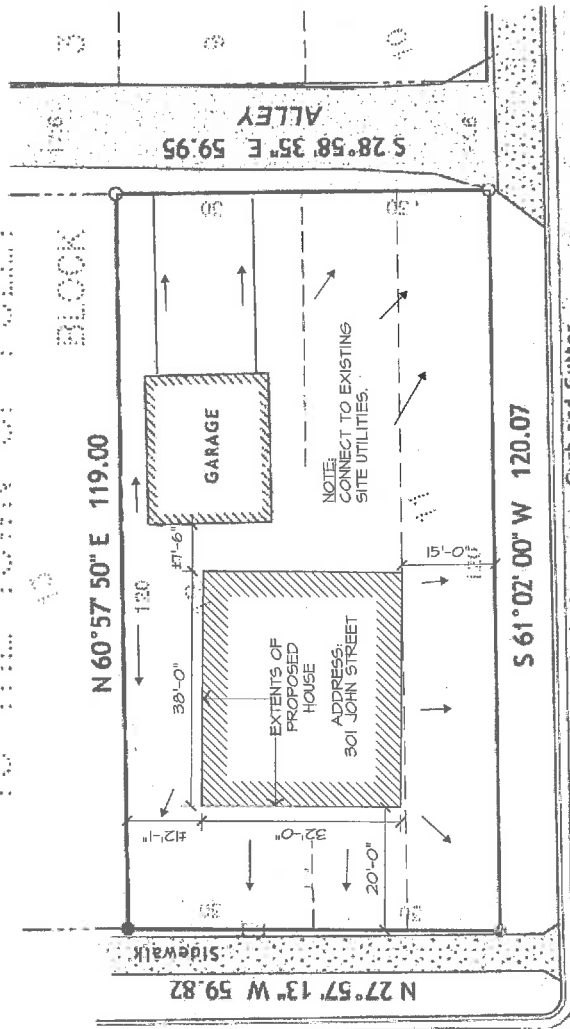
Thanks.

Sarah A. Brunn
City Administrator
City of Foley
251 4th Avenue N
P.O. Box 709
Foley, MN 56329
320-968-7260
sbrunn@ci.foley.mn.us

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For more information please visit <http://www.mimecast.com>

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For more information please visit <http://www.mimecast.com>

FOLEY'S FIRST ADDITION TO THE TOWN OF FOLEY



ADDITIONAL TO THE TOWN OF FOLEY
THIS SURVEY IS BASED ON THE BENTON
COUNTY COORDINATE SYSTEM
AND IS THE PROPERTY OF

0 10 20
SCALE IN FEET

Legal Description of Property Surveyed

Lot 11 and Lot 12, Block 3, FOLEY'S FIRST ADDITION TO THE TOWN OF FOLEY,
Benton County, Minnesota.

CERTIFICATE OF SURVEY Property Boundary Survey

For: Bernadette Stangler
301 John Street
City of Foley, County of Benton, State of Minnesota
Located in Section 26, Township 37 North, Range 29 West

I HEREBY CERTIFY THAT THIS PLAT SURVEY, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: *S. J. J. J.* Date: 11/16/2016

Project No.: STANB1601

NO.	REVISION AS OF	DATE

- DENOTES: SET IRON PIPE WITH CAP "DELED LS 40341"
- DENOTES: FOUND IRON MONUMENT

**NOTICE OF PUBLIC HEARING
ON A REQUEST TO OBTAIN A VARIANCE**

Notice is hereby given that on the 6th day of June, 2017, at 5:30 P.M. at the Foley City Hall, in the City of Foley, pursuant to the City of Foley Zoning Ordinance, Section 24 – Variances, the City Council and the Planning Commission will hold a joint public hearing relating to the application of Bernadette Stangler to obtain a 2.5-foot variance from the accessory building setback from the principal structure.

The property is described as:

Lots Eleven (11) and Twelve (12) of Block Three (3) in Foley's 1st Addition to Town, Foley, Minnesota, according to the plat and survey thereof of said addition and on file and of record in the Offices of the Register of Deeds in Benton County.

Anyone wishing to appear with reference to the above variance request will be heard at this meeting.

Sarah A. Brunn
City Administrator

[illegible]

 **Parcels**
 **Municipal Boundary**

SEH SmartConnect User
SEH

City of Foley Site Plan Review Application

Street Location of Property: 931 Norman Ave N, Foley, MN 56329
 Legal Description of Property: NW Quarter of Section 26; Twp 37; Range 29
 Current Zoning of Property: Residential Proposed Zoning: _____
 Type of Request: 42" Chain Link Fence around playground
 *** (Attach narrative describing details of project scope) ***

Property Owner: New Life Church of Foley 320-968-7796
 Name: 931 Norman Ave N Phone: _____
 Address: Foley, MN 56329 Fax: _____
 Email: info@newlife.org
 Applicant: Jim VonWald 320-980-4023
 Name: 358 Maple Dr Phone: _____
 Address: Foley, MN 56329 Fax: _____
 Email: same

Type of Request & Fee Amount:

<input type="checkbox"/> Rezoning/Amendment	\$150.00
<input type="checkbox"/> Conditional Use Permit	\$150.00
<input type="checkbox"/> Variance	\$150.00
<input type="checkbox"/> Planned Unit Development	\$150.00

<input type="checkbox"/> Preliminary Plat	\$500.00
<input type="checkbox"/> Final Plat	\$
<input type="checkbox"/> Annexation	\$150.00 +
<input type="checkbox"/> Site Plan Review/Other	\$
Total Fees Paid	\$

Has a request been made previously on this property? ☒ Yes ☐ No Explain: Blog permits

This application must be completed in full, be typewritten or clearly printed, and must be accompanied by all information, supporting documents and plans as required by applicable City Ordinance provisions. A determination of completeness of the application shall be made within ten business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant.

This is to certify that I am making application for the described action by the City and that I am responsible for all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application. I have attached a copy of proof of ownership (either copy of Owner's Duplicate Certificate of Title, Abstract of Title or purchase agreement), or I am the authorized person to make this application and the fee owner has also signed this application.

- ☐ Supporting Documents Attached
- ☐ Appropriate Fees Paid
- ☐ Review by City Staff
- ☐ Completed Application Accepted

Application Filed: 4/24/17
 Date Fees Paid: N/A
 Staff Initials: SP
 Date Application Accepted: 4/24/17

Jim VonWald 4.13.16
 Signature of Applicant Date

N/A
 Signature of Fee Owner Date

LEGAL DESCRIPTION OF AREA TO BE PLATTED (PER TITLE POLICY NO. 5011400-0421015E):

That part of the Northwest Quarter of Section 26, Township 37, Range 29, Benton County, Minnesota, described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence South 89 degrees 37 minutes 50 seconds West, assumed bearing, along the south line of said Northwest Quarter, a distance of 60.01 feet; thence North 00 degrees 51 minutes 12 seconds East, parallel with the east line of said Northwest Quarter a distance of 464.47 feet; thence South 86 degrees 44 minutes 24 seconds West, a distance of 650.69 feet; thence North 00 degrees 22 minutes 10 seconds West, a distance of 56.85 feet; thence North 80 degrees 01 minutes 56 seconds West, a distance of 152.47 feet; thence South 81 degrees 12 minutes 52 seconds West, a distance of 66.72 feet; thence South 89 degrees 37 minutes 50 seconds West, a distance of 150.59 feet; thence North 03 degrees 06 minutes 02 seconds East, a distance of 133.48 feet; thence North 65 degrees 04 minutes 03 seconds West, a distance of 130.55 feet; thence North 00 degrees 44 minutes 46 seconds East, a distance of 61.02 feet; thence North 89 degrees 15 minutes 14 seconds West, a distance of 150.00 feet; thence North 00 degrees 44 minutes 46 seconds East a distance of 650.63 feet; thence South 89 degrees 22 minutes 09 seconds East, a distance of 140.00 feet; thence North 00 degrees 44 minutes 46 seconds East, a distance of 12.13 feet; thence South 75 degrees 06 minutes 46 seconds East, a distance of 149.25 feet; thence North 65 degrees 20 minutes 44 seconds East, a distance of 89.08 feet; thence South 62 degrees 14 minutes 27 seconds East, a distance of 124.93 feet; thence North 26 degrees 03 minutes 26 seconds East, a distance of 128.04 feet; thence South 72 degrees 14 minutes 39 seconds East, a distance of 202.12 feet; thence North 26 degrees 03 minutes 26 seconds East, a distance of 189.42 feet; thence South 84 degrees 16 minutes 40 seconds East, a distance of 539.19 feet, to the east line of said Northwest Quarter; thence South 00 degrees 51 minutes 12 seconds West, along said east line, a distance of 1522.15 feet, to the point of beginning.

Sarah Brunn

From: Mark Pappenfus <foleypwks@cloudnet.com>
Sent: Monday, April 24, 2017 12:10 PM
To: 'Sarah Brunn'; 'Scott, Nancy'; 'Ripple, Adam'; 'Halter, Jon'
Subject: RE: New Life Fence

I'm fine with it. Mark

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

From: Sarah Brunn [mailto:sbrunn@ci.foley.mn.us]
Sent: Monday, April 24, 2017 8:08 AM
To: Scott, Nancy <nscott64@hotmail.com>; Pappenfus, Mark <foleypwks@cloudnet.com>; Ripple, Adam <aripple@rinkenoonan.com>; Halter, Jon <jhalter@sehinc.com>
Subject: FW: New Life Fence

This works for me – any concerns from any of you? I plan to bring forward at planning May 8th.

Thanks.

Sarah A. Brunn

City Administrator
City of Foley
251 4th Avenue N
P.O. Box 709
Foley, MN 56329
320-968-7260
sbrunn@ci.foley.mn.us

From: Jim Von Wald [mailto:pastorjim@newlifefoley.com]
Sent: Friday, April 21, 2017 3:51 PM
To: Sarah Brunn <sbrunn@ci.foley.mn.us>
Subject: New Life Fence

Sarah,

Not sure what we need to submit to get on Planning agenda/Council agenda for the fence permit but here is a description and site plan of the fence attached.

Fence will be starting from NW corner of building and inside the perimeter of the playground retaining timbers:

25 feet to west off of nw corner of bldg.
Then 50 (48 exact) feet to the north
Then 100 (98 exact) feet to the east
Then 34 feet south to the cement patio
Patio is 20 x14

It will be chain link (42 inch) with posts driven in, top rail connection, corners posts driven and cemented.

Let me know if there are other forms or paperwork that we need. Thanks.

Pastor Jim Von Wald

New Life Church of Foley

Web: www.newlifefoley.com

Office: 320-968-7796

Cell: 320-980-4023

Sarah Brunn

From: Adam Ripple <ARipple@rinkenoonan.com>
Sent: Monday, April 24, 2017 9:06 AM
To: Sarah Brunn
Subject: RE: New Life Fence

No concerns

Adam A. Ripple
Attorney

RINKE NOONAN
Suite 300, US Bank Plaza
P.O. Box 1497
St. Cloud, MN 56302
(320) 251-6700 General
(320) 257-3868 Direct
(320) 656-3500 Fax

[website](#) | [email](#) | [bio](#) | [map](#)



For prompt assistance, please contact my paralegal,
Mary Jo Rowan at (320) 656-3553 or mjrowan@rinkenoonan.com

From: Sarah Brunn [<mailto:sbrunn@ci.foley.mn.us>]
Sent: Monday, April 24, 2017 8:08 AM
To: Scott, Nancy <nscott64@hotmail.com>; Pappenfus, Mark <foleypwks@cloudnet.com>; Adam Ripple <ARipple@rinkenoonan.com>; Halter, Jon <jhalter@sehinc.com>
Subject: FW: New Life Fence

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Sarah A. Brunn
City Administrator
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P.O. Box 709
Foley, MN 56329
320-968-7260
sbrunn@ci.foley.mn.us

Sarah Brunn

From: Jon Halter <jhalter@sehinc.com>
Sent: Monday, April 24, 2017 8:24 AM
To: Sarah Brunn
Cc: Ripple, Adam; Pappenfus, Mark; Scott, Nancy
Subject: Re: FW: New Life Fence

no concerns from me..... but as an FYI, this is the area that was originally shown as future parking.

Jon M. Halter, P.E. | Associate | Project Manager
SEH | 1200 25th Avenue South | P.O. Box 1717 | St. Cloud, MN 56302-1717
320.229.4344 direct | 320.250.6084 cell | 888.908.8166 fax
www.sehinc.com
SEH--Building a Better World for All of Us™

"Sarah Brunn" ---04/24/2017 08:07:43 AM---This works for me – any concerns from any of you? I plan to bring forward at planning May 8th.

From: "Sarah Brunn" <sbrunn@ci.foley.mn.us>
To: "Scott, Nancy" <nscott64@hotmail.com>, "Pappenfus, Mark" <foleypwks@cloudnet.com>, "Ripple, Adam" <aripple@rinkenoonan.com>, "Halter, Jon" <jhalter@sehinc.com>
Date: 04/24/2017 08:07 AM
Subject: FW: New Life Fence

This works for me – any concerns from any of you? I plan to bring forward at planning May 8th.

Thanks.

Sarah A. Brunn

City Administrator
City of Foley
251 4th Avenue N
P.O. Box 709
Foley, MN 56329
320-968-7260
sbrunn@ci.foley.mn.us

From: Jim Von Wald [<mailto:pastorjim@newlifefoley.com>]
Sent: Friday, April 21, 2017 3:51 PM
To: Sarah Brunn <sbrunn@ci.foley.mn.us>
Subject: New Life Fence

Sarah,

Not sure what we need to submit to get on Planning agenda/Council agenda for the fence permit but here is a description and site plan of the fence attached.

Fence will be starting from NW corner of building and inside the perimeter of the playground retaining

Sarah Brunn

From: Nancy Scott <nscott64@hotmail.com>
Sent: Monday, April 24, 2017 8:15 AM
To: Sarah Brunn
Cc: Pappenfus, Mark; Ripple, Adam; Halter, Jon
Subject: Re: New Life Fence

I have no concerns with the fence placement.

Nancy Scott, CBO2099
AllSpec Services, LLC
320-293-5298

On Apr 24, 2017, at 8:07 AM, Sarah Brunn <sbrunn@ci.foley.mn.us> wrote:

This works for me – any concerns from any of you? I plan to bring forward at planning May 8th.

Thanks.

Sarah A. Brunn

City Administrator
City of Foley
251 4th Avenue N
P.O. Box 709
Foley, MN 56329
320-968-7260
sbrunn@ci.foley.mn.us

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Sent: Friday, April 21, 2017 3:51 PM
To: Sarah Brunn <sbrunn@ci.foley.mn.us>
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25 feet to west off of nw corner of bldg.

Then 50 (48 exact) feet to the north

Then 100 (98 exact) feet to the east

Then 34 feet south to the cement patio

Patio is 20 x14

It will be chain link (42 inch) with posts driven in, top rail connection, corners posts driven and cemented.

$\frac{1}{A1.0}$

NOTICE OF PUBLIC HEARING
LIQUOR LICENSE APPLICATIONS

The Foley City Council will hold a public hearing on June 6, 2017 at 5:30 P.M. for the following liquor license applications:

- On Sale Liquor: Mr. Jim's, Foley American Legion, Jax Firehouse and Stone Creek.
- Sunday On Sale Liquor: Mr. Jim's, Foley American Legion, Jax Firehouse and Stone Creek.
- Off Sale Liquor: Coborn's Inc., Foley American Legion, Jax Firehouse and Super Spirits.
- On Sale Wine: TJ's Coffee Shop
- Non-enclosed Premises On Sale Liquor: Jax Firehouse, Foley American Legion, and Mr. Jim's.
- Temporary 3.2 percent malt liquor licenses:
 - Foley Lion's Club, to be used June 19-21, 2017 for Foley Fun Days.
 - St. John's Church, 621 Dewey Street, to be used July 16, 2017.

Sarah A. Brunn
City Administrator

NOTICE OF PUBLIC HEARING

The Foley City Council will hold a public hearing on the application of Mr. Jim's for a special on-sale liquor license to be used June 17, 2017 in the parking lot of 840 Highway 23. This hearing will also address a request to hold an event beyond 10:30 p.m. as regulated in the City of Foley's Code of Ordinances Section 921-Regulating Noise. The hearing will be held on June 6, 2017 at 5:30 P.M. at the Foley City Hall.

Sarah A. Brunn
City Administrator

NOTICE OF PUBLIC HEARING

The Foley City Council will hold a public hearing on the application of the Foley Chamber of Commerce for a special 3.2 malt liquor license to be used September 23, 2017 at 329 Oak Drive – Lion's Park. The hearing will be held on June 6, 2017 at 5:30 P.M. at the Foley City Hall.

Sarah A. Brunn
City Administrator

To; City of Foley

This is a request regarding the property at 740 John St.

We purchased the property approximately 1 year ago and were made aware of a possible issue with clear water from drainage running into the sanitary sewer around the first of the year 2017. I have been trying to pinpoint the exact location of the clear water entering the sanitary I have met Mark Papenfuss onsite and we were unable to get an exact location with the information available, I am meeting Eric Hauser (SHE) onsite tomorrow 6/1 and I am hopeful we can pin point the issue.

I will schedule the necessary work to comply with the city ordinance once this is done to avoid unnecessary digging or demolition and a quality resolution. It is my understanding that a surcharge has been added to the utility bills for this property, I am requesting that the surcharge be postponed until August 1st 2017 and if at that time the issue is not resolved the surcharge can be assessed. The previous owner was not made aware of this issue and I was not when we called to see if any moneys were due on the water bill at the time of purchase. The past due amounts for the water bill has been brought current.

Thank You for your consideration.

Ron Brown

A handwritten signature in black ink, appearing to read 'Ron Brown', with a long horizontal flourish extending to the right.

320-980-3043

Sarah Brunn

From: Sandy & Stacey Kalway <snskalway@gmail.com>
Sent: Wednesday, May 31, 2017 3:44 PM
To: sbrunn@ci.foley.mn.us
Cc: Stacey & Sandy Kalway; Roland Christian
Subject: Agenda - City Council Mtg

Ms. Brunn,

We are writing as notification to be put on the City Council Meeting being held on June 6th, 2017.

We would like to discuss and appeal the fees that have been added to our most recent water/sewer bill.

Thank You for your time.

Sandy & Stacey Kalway
620 Dewey Street
Foley, MN 56329
320-266-1749
snskalway@gmail.com



City Council,

Thank you for taking the time to review my requests. There are two issues that I would like to bring to the attention to the City Council:

1. \$75/Month Charge for 621 Norman Avenue N
2. Residential Irrigation

\$75/Month Charge for 621 Norman Avenue N

I would like to request that I have the \$75/month charge waived on 621 Norman Avenue N until 8-31-17. There is extensive work that needs to be completed to bring the drain tile/outflow situation up to satisfactory standards per SEH & the City of Foley. Per SEH, we currently have numerous areas that need to be addressed to eliminate rain water from entertaining the sanitary sewer lines. This work is going to be extensive & expensive per contractors that I have spoken with because of the numerous areas that we need to address. I will have the issues completed by 8-31-17. This property has been the Brenny Family residence for many years. I feel that with the amount of commercial (Brenny Oil) & residential (31 Glen Street, 621 Norman Avenue N, 631 Norman Avenue N) taxes that myself & my family have paid over the years that this is a fair & reasonable request. I am not looking to cut any corners with the repairs.
Request: Credit & remove \$75/month charge from 621 Norman Avenue N until 8-31-17.

Residential Irrigation

My career is real estate sales. One question that I always get from my buyers & sellers in the City of Foley is "Why does it cost so much to have irrigation in Foley?" After purchasing my Grandmother's home at 621 Norman Avenue N, I could not believe the fees assessed to residents that want to irrigate their yards & improve curb appeal to their properties. I spoke separately with following cities on how they charge their residents for irrigation: Sartell, Sauk Rapids, Rice, & Freeport. Sartell, Sauk Rapids, & Rice ONLY charge residents sewer rates based off of January & February usage. Unlike the City of Foley that charges the same sewer rate all year long during the summer months. Freeport & Sauk Rapids also allow you to install & have a separate water meter used only for irrigation. These seem like very simple rules/ordinances for the City to adopt. Residents should not be punished/charged for wanting to maintain & improve the curb appeal of their properties. If we can encourage residents to take pride in maintaining their homes this will help increase home values over time. This is one small step in the right direction.

Request: Remove sewer charges for irrigation & allow installation of additional irrigation water meter

Regards,

Jonathan Brenny
Partner
Godzala Brenny Team
Edina Realty

*Owner of 621 Norman Avenue N

To whom it may concern,

I am writing this letter to request refund for penalties made at 451 3rd Ave. My wife and I purchased the property on Dec 20th 2016. Being new owners in Foley we were unaware of the project going on per Ordnanes 310 with the City of Foley. We were not made aware of any projects through the real estate process.

The first notice to my wife and I came on April 13th 2017. In that time we were penalized for the months of January, February, and March totaling \$225. Once my wife and I were made aware of our property being in non-compliance with the city per Ordnanes 310 we took immediate action to get the issue resolved.

I have been in contact with the city administrator Sarah Brunn and currently having a company take steps to resolve this issue.

So, being that my wife and I were not aware of any penalties being assessed to our property at 451 3rd Ave due to this issue, we are asking the penalty of \$225 be waived at this time.

Sincerely,

Steve and Natalie Newman

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT OF REAL PROPERTY (the "Agreement") made and entered into this ____ day of June 2017 by and between **CITY OF FOLEY** and/or ASSIGNS, (hereinafter "Seller") and **THE OVERLAND GROUP, LLC.** and/or ASSIGNS, (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of a certain tract of real property with PID 130049751 and address 320 Broadway Ave N measuring approximately 105' of frontage on Broadway Ave N by 79' of depth for a total .25± acres, City of Foley, Benton County, Minnesota, which tract of land is more particularly shown on Exhibit "A" attached hereto and made a part hereof (the "Property"); The Property shall mean net usable acres and shall not include real property burdened by permanent rights-of-way for public roads, drainage or utilities; and

WHEREAS, Buyer desires to purchase the Property upon the terms, provisions and conditions hereinafter set forth, together with all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, alley or way, whether opened to, in front of or adjacent to the Property, and together with all appurtenances, improvements, easements and/or hereditaments thereunto belonging; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, Buyer and Seller hereby covenant and agree as follows:

1. **PURCHASE PRICE.** The total purchase price for the Property shall be TWENTY EIGHT THOUSAND NO/100 DOLLARS (\$28,000.00). The Purchase Price, less credit for monies heretofore paid to Seller by Buyer for the Inspection Period and any payments made pursuant to Section 18 herein below, shall be paid to Seller at closing as hereinafter defined (the "Closing").
2. **EARNEST MONEY.** Buyer shall deposit ONE THOUSAND AND NO/100 (\$1,000.00) into a non-interest bearing escrow account held by Kansas Secured Title, 220 W. Central, Ste. 100, El Dorado, Kansas 67042, Phone: 316-320-2410, Fax: 316-320-2452, within five (5) days after execution of the contract.
3. **INSPECTION PERIOD.** For a period of one hundred and eighty (180) days from the date of this Agreement (the "Inspection Period"), Buyer shall have the privilege of going upon the Property as needed to confirm zoning, confirm availability of all utilities (including sewer), to inspect, examine, survey, make soil and subsoil tests, percolation tests, arrange financing for the proposed development and to otherwise do what Buyer reasonably deems necessary to determine, to Buyer's sole satisfaction, whether the Property is suitable for Buyer's intended development and use. If Buyer exercises its rights under the provisions of this Section, it shall (1) keep the Property free of any liens or third-party claims resulting therefrom; (2) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (3) indemnify and hold Seller harmless from and against any and all liability, damages, claims, causes of action, costs or other expenses, including without limitation reasonable attorney's fees, paid, incurred or asserted against Seller any lien claims or for injuries to or death of persons or damage to property arising from or caused by Buyer's entry onto the Property or the

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negligence or willful misconduct of Buyer, its agents, employees and contractors in connection with the exercise by Buyer of the rights hereunder; and (4) if Closing does not occur for any reason, fully restore the Property as nearly as practicable to its condition immediately before such exercise. Buyer shall not create any hazardous condition such as an unfenced excavation at any point during the Inspection Period. This Section shall survive the termination of this Agreement or Closing and delivery of the Deed. If Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed development and gives notice of this to Seller prior to the expiration of the Inspection Period, then this Agreement shall terminate and all earnest monies ~~less \$100 shall be paid to Seller, as independent consideration for the right to terminate shall be immediately returned to the Buyer.~~ If Buyer terminates this contract before the end of the initial Inspection Period, Buyer shall be entitled to the immediate return of the Earnest Money without the need of Seller's release. Notwithstanding the foregoing, the Buyer may extend its Inspection Period for an additional ninety (90) days by depositing into escrow an additional FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) nonrefundable Earnest Money, for a total of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), which shall be applicable to the purchase Price but nonrefundable.

4. SURVEY. Buyer will secure at Buyer's expense a boundary survey of the Property, prepared by an engineer or land surveyor registered in the state of Minnesota, selected by Buyer. This boundary survey shows all easements, rights of way, encroachments and matters of record, together with a certification as to the number of acres.
5. CONVEYANCE AND PERMITTED EXCEPTIONS. Upon payment by Buyer of all amounts due at Closing for the Property and Buyer's performance of all other obligations to be performed by Buyer at Closing, Seller shall convey title to the Property to Buyer by general warranty deed subject to any permitted exceptions.
6. TITLE EVIDENCE. Within thirty (30) days after execution of this Contract for Purchase and Sale, Buyer shall obtain a commitment (the "Commitment") for owner's policy of title insurance from Kansas Secured Title, 220 W. Central, Ste. 100, El Dorado, Kansas 67042, Phone: 316-320-2410, Fax: 316-320-2452, certified to a current date, and at Closing, the title policy referred to in the commitment (the "Title Policy") in the amount of the Purchase Price. If the commitment or survey shows any defects or encumbrances or any covenant, restriction, easement or right-of-way of record or any private road or utility line or facility which in Buyer's reasonable judgment will materially interfere with Buyer's proposed development of the Property, then prior to Closing, Buyer shall notify Seller of its objections to any such matter. Seller shall have a reasonable time to cure the title defects to which Buyer has objected. If Seller fails to cure the title defects, Buyer shall have the option of either (1) accept title subject to the objections raised by Buyer and such accepted objections become Permitted Exceptions ("Permitted Exceptions") without any adjustment in the Purchase Price, or (2) rescind this Agreement, whereupon the earnest monies less \$1,000 to Seller as independent consideration for the right to terminate shall be immediately returned to Buyer by Escrow Agent, or (3) work with Seller to satisfy unacceptable matters and postpone the closing date for the same time period as it takes to satisfy these matters.

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7. DEVELOPMENT OF TRACT AND CONDITIONS PRECEDENT. Buyer's obligation to close is subject to the satisfaction, as of the Closing Date, of each of the conditions described below (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing Date). Unless specifically stated as Seller's obligation, the satisfaction of all these conditions shall be at Buyer's sole expense. Buyer shall diligently and in good faith pursue the satisfaction of these conditions and Seller shall promptly cooperate whenever required by Buyer. In the event the conditions below have not been satisfied to the Buyer's satisfaction, the Buyer shall have the right to terminate this Agreement by so notifying Seller in writing. In such event, the Escrow Agent shall return the refundable earnest money to Buyer.
- A. Subdivision. In the event a subdivision plat is required pursuant to applicable law in connection with the conveyance of the Property to Buyer and/or the development of the Property, Buyer shall use diligent efforts to cause the Property to be properly subdivided in compliance with applicable law prior to Closing. Seller shall cooperate with Buyer on any platting or subdivision, but Buyer acknowledges that the Seller is also the subdivision authority and must uniformly apply its ordinances to the Property. Without limitation, Seller shall sign subdivision plats and other normal and customary documentation as may be required to comply with applicable laws relating to the subdivision of the Entire Tract.
- B. Mutual Cooperation. Buyer and Seller agree to cooperate with one another in all reasonable respects in connection with any approvals, zoning changes or variances, or similar actions or consents which may be necessary or appropriate in connection with use of the Property and to otherwise cooperate in all reasonable respects in connection with the development of the Property but Buyer acknowledges that the Seller is also the zoning authority and must uniformly apply its ordinances to the Property. A development agreement may be required for the development of the Property. As of the Closing Date the Property shall be properly zoned for commercial real estate with all necessary zoning variances, if any are required, approved for Buyer's intended development. Buyer shall pay all costs incurred by either party in connection with satisfying this condition.
- C. No Moratoriums. There shall be no development or building moratorium in effect with regard to the Property. In the event any such moratorium shall exist, then Buyer shall have the option of either (1) closing the transaction in accordance with the terms of this Agreement, (2) delaying closing until after the moratorium is lifted, or (3) terminating this Agreement by notice to the Seller, in which event the earnest monies shall be returned to Buyer.
- D. Ingress and Egress. There shall be suitable ingress and egress to the Property, including all necessary turning movements and curb cuts for Buyer's proposed development.
- E. Sanitary Sewer and Water Facilities. Buyer shall have (1) determined that sanitary sewer and water facilities adequate to serve the Property are available and (2) secured all required governmental approvals for the installations and use of such sanitary sewer and water facilities.
- F. Governmental Approvals. Buyer shall have obtained all necessary governmental approvals from the appropriate authorities for Buyer's proposed development, including

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without limitation, building permits, site plan approval including parking, and storm water retention. In addition, Buyer shall have received approval of its proposed tenant of the site plan as satisfying all tenants' conditions pursuant to tenant's lease agreement with Buyer. If Buyer's have requests pending before any government body for a permit, license or other approval required to begin the construction Buyer anticipates on the Property, Buyer may, by delivering written notice prior to expiration of this Agreement, extend the closing for thirty (30) days past such time as all applicable government bodies rule on the issuance of any requested permits, not to exceed one hundred twenty (120) days in addition to all other extensions provided for herein.

- G. Taxes/Liens. In the event there are unpaid taxes or liens relating to the Property for any time prior to the execution of the contract, Buyer will give Seller written notice by facsimile transmission or electronic mail of such unpaid taxes or liens effecting the Property and request that Seller pay those taxes or liens. In the event Seller fails to pay the taxes or liens within three (3) calendar days of Seller's receipt, Buyer may pay those taxes or liens directly and Seller shall reimburse Buyer for such paid amounts on or before Closing out of Seller's closing proceeds. The Parties agree that Seller will only be liable for taxes or liens resulting from its use of the Property prior to Closing. For purposes of this Section 7 (G), notice to Seller's agent shall constitute sufficient notice to Seller.
8. NON-NEGOTIATION. Seller hereby covenants and agrees that it shall not during the Inspection Period or any extension thereof, nor prior to closing, lease the Property or convey, demise, or otherwise encumber the Property except as specifically provided in this Agreement.
9. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that:
- A. Buyer is a Missouri Limited Liability Company, duly organized, validly existing, and in good standing under the laws of the State of Missouri and duly authorized to transact business in and in good standing under the laws of the state where the Property is located.
- B. Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto.
10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller to the best of their knowledge represents and warrants, and covenants with, Buyer as follows:
- A. Seller has good and indefeasible fee simple title to the Property subject to matters of record and affecting the Property and at Closing will have and will convey to Buyer by warranty deed good and indefeasible fee simple title to the Property, free and clear of all liens, defects, encumbrances, conditions, exceptions, restrictions or other matters affecting title except Permitted Exceptions;
- B. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto;
- C. Seller has not received any written notice of any current or pending litigation, tax appeals or environmental investigations against Seller or the Property and, to Seller's knowledge,

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there is no pending litigation, tax appeals or environmental investigations against Seller or the Property;

- D. Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Buyer after the Closing;
- E. Seller has not received any written notice from (or delivered any notice to) any governmental authority regarding any violation of any law applicable to the Property and, to the best of Seller's knowledge, there are no such violations;
- F. There are no occupancy rights, leases or tenancies affecting the Property other than drainage and utility easements that will be reserved by the Seller;
- G. No person or entity has any option, right of first refusal or other right to purchase the Property or any part thereof or interest therein;
- H. To Seller's knowledge, no pending or, to Seller's knowledge, threatened condemnation proceedings affecting the Property and Seller has not received any written notice that there is any pending or threatened condemnation of all or any part of the Property;
- I. Seller has received a "Petroleum Tank Release Site File Closure" letter from the Minnesota Pollution Control Agency dated February 10, 2014. To Seller's knowledge, no additional hazardous substances have been generated, stored, released, or disposed of on or about the Property in violation of any law, rule or regulation applicable to a Property which regulates or controls matters relating to the environment or public health or safety (collectively, "Environmental Laws"). Seller has not received any written notice from (nor delivered any notice to) any federal, state, county, municipal or other governmental department, agency or authority concerning any petroleum product or other hazardous substance discharge or seepage relating to the Property. For purposes of this Agreement, "hazardous substances" shall mean any substance or material that is defined or deemed to be hazardous or toxic pursuant to any Environmental Laws; and
- J. Seller has received a "Petroleum Tank Release Site File Closure" letter from the Minnesota Pollution Control Agency dated February 10, 2014. Seller has no knowledge of any additional hazardous or solid waste placed on the property that would require remediation or disposal.

Should Seller receive additional notice or actual knowledge of any materially inaccurate information regarding any of the matters set forth in this Section 10 after the date of this Agreement and prior to Closing, Seller will immediately notify Buyer of the same in writing. If Seller is unwilling or unable to correct such inaccuracy on or before Closing of the applicable Property, Buyer may cancel this Agreement and any Earnest Money shall be returned to Buyer. The representations and warranties of Seller shall survive the Closing for a period of one (1) year. Any action based on a breach of any such representations or warranties shall be commenced within such one (1) year period or deemed waived.

11. **NOTICES.** All notices will be in writing and served by postage prepaid certified mail, by next day delivery (such as Federal Express), by facsimile transmission, or by electronic mail to the addresses shown below, until notification of a change of such addresses. All such notices shall be deemed delivered on the date initiated.

For Buyer:
The Overland Group

With a Copy To:
The Overland Group

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PURCHASE AND SALE CONTRACT

194 Narrows Drive, Suite 1
Birmingham, AL 35242
Phone: 205-995-2990
Fax: 205-995-2989

1598 Imperial Center, Ste. 2001
P.O. Box 885
West Plains, MO 65775

For Seller:	With a copy to:
City of Foley	Foley City Attorney
C/O Sarah Brunn	c/o Rinke Noonan
251 4th Ave N	P.O. Box 1497
Foley, MN 56329	St. Cloud, MN 56302
Phone: 320-968-7260	320/257-3868
email: sbrunn@ci.foley.mn.us	aripple@rinkenoonan.com

12. AGENCY DISCLOSURE.

THE BUYERS ARE LICENSED REAL ESTATE BROKERS IN THE STATES OF MISSOURI AND ALABAMA.

13. BROKER. Each party represents and warrants to the other that there are no Brokers in connection with the sale of the Property. Buyer and Seller each warrant and represent to the other that no real estate broker have been used or consulted in connection with the negotiation or execution of this Agreement and each covenants and agrees that it will defend, indemnify and save the other harmless from and against any actions, real estate commissions, fees, costs and /or expenses (including reasonable attorney's fees) resulting or arising from acts of the indemnifying party and resulting in commission, fees, costs and/or expenses being actually found due to any real estate broker or agent by a court of competent jurisdiction in connection with the purchase and sale, if at all, of the Property.
14. DISCLAIMER. Seller and Buyer acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to the legal or tax consequences of this contract and the sale, purchase or ownership of the Property. Seller and Buyer acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.
15. DEFAULT. In the event Seller breaches its covenant to convey the Property to Buyer or otherwise fails to perform its obligations under this Agreement which are to be performed by Seller at or prior to Closing in accordance with its terms, Buyer shall be entitled to one of the following as Buyer's sole remedy: (a) terminate this Agreement and receive a prompt and complete return of the Earnest and any other monies heretofore paid by Buyer to Seller or for Buyers out-of-pocket expense: OR (b) obtain specific performance of this Agreement. If Buyer fails to perform as required under this Agreement, then Seller shall receive the earnest monies as liquidated damages, it being agreed between Buyer and Seller that such sum shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and the uncertainty of ascertaining actual damages for such default.

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16. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA). In the Closing of this transaction, Seller and Buyer shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.
17. NON-BUSINESS DAYS. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or Notice or for the satisfaction of any condition precedent, or the expiration of any contingency period, as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery or satisfaction of such condition or expiration of such contingency period, shall be extended to the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota for observance thereof.
18. CLOSING. In the event Buyer exercises its rights to purchase the Property, the consummation of the purchase and sale, delivery of the deed of conveyance and payment of the Purchase Price (the "Closing") shall take place at a ~~legal office~~ title company on a date and time mutually agreed to by the parties hereto, but in no event later than sixty (60) days after the end of the Inspection Period, or any extensions of Closing as outlined in Section 18. All federal, state, county and municipal ad valorem real property taxes and assessments with respect to the Property shall be prorated at closing. If the amount of such taxes and assessments is not known as of closing, then the pro-ration of such taxes and assessments shall be made upon the basis of the most recent ascertainable statements, and such pro-rations shall be adjusted when such taxes and assessments are available.

Seller agrees that it shall deliver sole and exclusive possession of the Property to Buyer at Closing free and clear of all tenancies except drainage and utility easements reserved by Seller. Seller further agrees that Buyer shall have the option to set a closing date upon sixty (60) days written notice. Seller shall be able to remove any furniture, buildings, fixtures, or contents prior to closing. Any furniture, buildings, fixtures, or contents remaining on the property after closing shall be owned by the Buyer. In the event that Buyer sets a closing date in accordance with this section and Seller fails or refuses to close on the closing date as set, Buyer may, (1) either waive the default and proceed to close the transaction, or (2) terminate the contract and receive the return of all Earnest Money in which case Buyer shall also be entitled to recover all of Buyer's out of pocket expenses in due diligence and design of its project in an amount not to exceed fifty thousand Dollars (\$50,000). The remedies contained herein shall be in addition and cumulative to those set forth in section 15 above.

Notwithstanding the foregoing, Buyer may extend the closing date for two (2) additional periods of sixty (60) days each upon payment of \$5,000 to the Escrow Agent at the time each such extension is requested, which deposits shall be non-refundable (subject only to Seller's ability to convey clear title), and shall be applied towards the Purchase Price at closing.

Seller will pay the costs of Seller's counsel, preparation of the deed and any bill of sale, recording all documents necessary to place record title in the condition warranted and

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~~requested of Seller, a title insurance policy in an amount equal to the Purchase Price commitment, broker commissions, and transfer taxes for the conveyance deed tax.~~

Buyer will pay the cost of Buyer's counsel, the cost of the survey, all loan costs required by Buyer's lender, ~~including the issuance of any title policy cost in excess of owner's policy provided by Seller,~~ escrow fees, and recording fees for the deed and mortgage, and any applicable mortgage tax.

19. **GOVERNING LAW.** This Agreement shall be construed, and the terms hereof shall be enforceable, in accordance with the internal laws (as distinguished from the conflicts of law provisions) of the state where the Property is located, and in the event any legal proceedings are brought in connection with this Agreement, ~~the parties agree that the venue therefore shall be only state and federal courts located in the state where the Property is located, and the courts to which an appeal therefrom may be taken~~ such actions shall be venued in Minnesota State District Court in Benton County.
20. **EXPENSES OF ENFORCEMENT.** In the event of litigation between the parties with respect to the Property, this Agreement, the performance of their obligations hereunder or the effect of a termination under this Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees.
21. **SEVERABILITY.** In case any of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.
22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures may be faxed or e-mailed.
23. **AMENDMENTS.** Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
24. **DESTRUCTION OR DAMAGE.** Risk of loss by damage or destruction to the Property prior to the Closing shall be borne by Seller. The parties acknowledge that if there are improvements on the Property, and in the event of any damage or casualty to any such improvements on the Property, by fire or other casualty, this Agreement shall continue unaffected, and Buyer shall have no right to any insurance proceeds of Seller with respect to said damage.
25. **CROPS/FARMING.** In the event that the Property is farmed for crops, Seller shall have the right to plant crops on the property, maintain and harvest the crop while Property is under contract. If Buyer closes on the Property and desires to commence construction prior to harvesting the crops, Buyer shall pay Seller the sum of \$2000.00 as compensation

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~~for the crop loss. Buyer may also request that Sellers forego planting any crops by written request to Seller, with Buyer paying Seller \$1,000.00 as compensation for the anticipated loss of profit. Any amounts paid pursuant to this paragraph shall be in addition to the purchase price stated in paragraph 1.~~

~~26.~~25. **EXPIRATION.** If this Agreement is not executed by Seller and Buyer on or before 5:00 P.M., CST/CDT time June 15, 2017, this Agreement shall be null and void and shall have no force and effect and neither Seller nor Buyer shall have any further obligations hereunder. The effective date of this Agreement shall be the date upon which the later of Seller or Buyer executes this Agreement.

~~27.~~26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussion, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, nor Broker nor any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. If any clause or provision of this Agreement, or the application thereof to any entity or circumstance, is or becomes illegal, invalid or unenforceable to any extent because of present or future laws or rules or regulation of any governmental body or entity, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby and that the same shall otherwise remain enforceable to the fullest extent permitted by law. This Agreement shall be construed under Minnesota law, and the parties agree that any action to enforce this Agreement shall not be affected thereby and that the same shall otherwise remain enforceable to the fullest extent permitted by law.

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PURCHASE AND SALE CONTRACT

Seller(s)

CITY OF FOLEY

By: _____

As Its: _____

Date: _____

Buyer:

THE OVERLAND GROUP, LLC

By: Sid Aultman _____

As Its: Member

Date: _____

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EXHIBIT "A"



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The City of Foley Solar Rewards Cost Savings Analysis

August 4, 2016

XCEL ENERGY SOLAR*REWARDS PROGRAM OVERVIEW

In 2013, Minnesota State legislation directed Minneapolis-based utility, Xcel Energy, to create a program for community solar gardens (Minnesota Statute # 216b.1641). Xcel named the program the Xcel Energy Solar*Rewards Program, and it is overseen by the state's Public Utilities Commission. A community solar garden is a centralized, shared solar project connected to the energy grid that has multiple subscribers. Each subscriber receives a credit on their Xcel Energy electric bill based upon the production of the solar facility and their subscription share of that facility.

Xcel Energy Program Rules (apply to all community solar garden developments)

- Eligible gardens are up to 1 MW, and up to five gardens may be located next to one another.
- The program is limited to Xcel Energy electric customers in the state of Minnesota.
- Subscribers must be located within the same county, or within an adjacent county, to the subscribed solar garden location(s).
- Each subscriber may be allocated up to 40% of a single community solar garden.
- There is a minimum requirement of 5 subscribers per solar garden.

ABOUT GERONIMO ENERGY (Site Development)

Geronimo Energy is a North American utility-scale wind and solar development company based in Minneapolis, Minnesota. Geronimo has developed over 1,500 megawatts of contracted wind farms and solar projects throughout the United States and has a pipeline of projects that boast an aggregate nameplate capacity exceeding 3,000 megawatts of clean energy – roughly enough to power one million American homes. Geronimo solar projects provide clean electricity to utilities and other large energy consumers. Recent Geronimo Energy solar developments include the multi-store Slumberland Furniture installation and the internationally recognized Aurora Utility-Scale Distributed Solar Generation Project.

ABOUT BHE RENEWABLES (Construction and Operations)

Berkshire Hathaway Energy is an \$80 billion portfolio of locally managed businesses, including BHE Renewables that share a vision for the energy future. These businesses deliver affordable, safe and reliable service each day to more than 11.5 million electric and gas customers and end-users around the world and consistently rank high among energy companies in customer satisfaction. Berkshire Hathaway Energy is headquartered in Des Moines, Iowa, U.S.A. BHE Renewables owns solar, wind, geothermal and hydro projects that produce energy for both the wholesale market and for customers under long-term power purchase agreements. BHE Solar, a division of BHE Renewables, owns 1,271 megawatts of solar-powered generation.

COMMUNITY SOLAR GARDENS

Geronimo Energy, on behalf of BHE Renewables, is actively working with and seeking subscribers. Like all Minnesota community solar garden developments, the energy produced by BHE Renewables' solar gardens will be delivered to Xcel's local distribution system under Xcel Solar*Rewards Community program. BHE Renewables provides a complete set of services to guarantee a superior level of service and reliability for subscribers. Subscribers under Geronimo's community solar garden program are ensured smooth implementation and operation of community solar garden projects, including subscription management, real-time solar production monitoring, and lifetime maintenance and facility upkeep.



PROGRAM BENEFITS FOR SUBSCRIBERS

- **No upfront investment** or future capital requirements.
- **Annual energy savings** through a simple, straight-forward pricing structure.
- Xcel Energy remains your electricity provider.
- Our subscriptions are transferable.
- Work with one of the nation's best and most **landowner-friendly** development companies.
- **Support renewable energy.**
- **Keep your energy dollars' local.**
- Our projects are *real* – advanced site control, permitting, and interconnection.
- **No maintenance or overhead** - each solar facility is professionally maintained.

PROGRAM BENEFITS FOR THE CITY OF FOLEY

- There are (4) 1MW gardens open for new subscriptions within your County or adjacent Counties.
- Your average annual usage is 225,313 kWh.
- Subscribing to 7% of (2) gardens available to you will allow you to offset 104% of your consumption, 235,060 kWh.
- **First Year savings of \$2,350.60** – at one penny (\$0.01) per kWh.
- **25 year savings of \$55,370.62** – including a slight degradation factor at one half of one percent (0.5%) per year.

COMMUNITY SOLAR REWARDS PROGRAM COST SAVINGS

Garden	Delphinus 1	Delphinus 2	Annual Total
Year 1	\$ 1,175.30	\$ 1,175.30	\$ 2,350.60
Year 2	\$ 1,169.42	\$ 1,169.42	\$ 2,338.85
Year 3	\$ 1,163.58	\$ 1,163.58	\$ 2,327.15
Year 4	\$ 1,157.76	\$ 1,157.76	\$ 2,315.52
Year 5	\$ 1,151.97	\$ 1,151.97	\$ 2,303.94
Year 6	\$ 1,146.21	\$ 1,146.21	\$ 2,292.42
Year 7	\$ 1,140.48	\$ 1,140.48	\$ 2,280.96
Year 8	\$ 1,134.78	\$ 1,134.78	\$ 2,269.55
Year 9	\$ 1,129.10	\$ 1,129.10	\$ 2,258.21
Year 10	\$ 1,123.46	\$ 1,123.46	\$ 2,246.91
Year 11	\$ 1,117.84	\$ 1,117.84	\$ 2,235.68
Year 12	\$ 1,112.25	\$ 1,112.25	\$ 2,224.50
Year 13	\$ 1,106.69	\$ 1,106.69	\$ 2,213.38
Year 14	\$ 1,101.16	\$ 1,101.16	\$ 2,202.31
Year 15	\$ 1,095.65	\$ 1,095.65	\$ 2,191.30
Year 16	\$ 1,090.17	\$ 1,090.17	\$ 2,180.34
Year 17	\$ 1,084.72	\$ 1,084.72	\$ 2,169.44
Year 18	\$ 1,079.30	\$ 1,079.30	\$ 2,158.59
Year 19	\$ 1,073.90	\$ 1,073.90	\$ 2,147.80
Year 20	\$ 1,068.53	\$ 1,068.53	\$ 2,137.06
Year 21	\$ 1,063.19	\$ 1,063.19	\$ 2,126.38
Year 22	\$ 1,057.87	\$ 1,057.87	\$ 2,115.75
Year 23	\$ 1,052.58	\$ 1,052.58	\$ 2,105.17
Year 24	\$ 1,047.32	\$ 1,047.32	\$ 2,094.64
Year 25	\$ 1,042.08	\$ 1,042.08	\$ 2,084.17
25 Year Total	\$ 27,685.31	\$ 27,685.31	\$ 55,370.62

**Solar garden electric savings analysis is an estimate only. Variations will depend upon amount of allocation, available gardens, space in available gardens, permit approvals from cities and counties, interconnection agreement with Xcel Energy, and terms agreed upon with financial partner.*

***These solar gardens are offered by BHE Renewables, not Xcel Energy. Xcel Energy is not affiliated or otherwise legally associated with BHE Renewables and your subscription contract, and all terms and conditions are with BHE Renewables, not with Xcel Energy.*

Xcel Energy SolarRewards Community® program

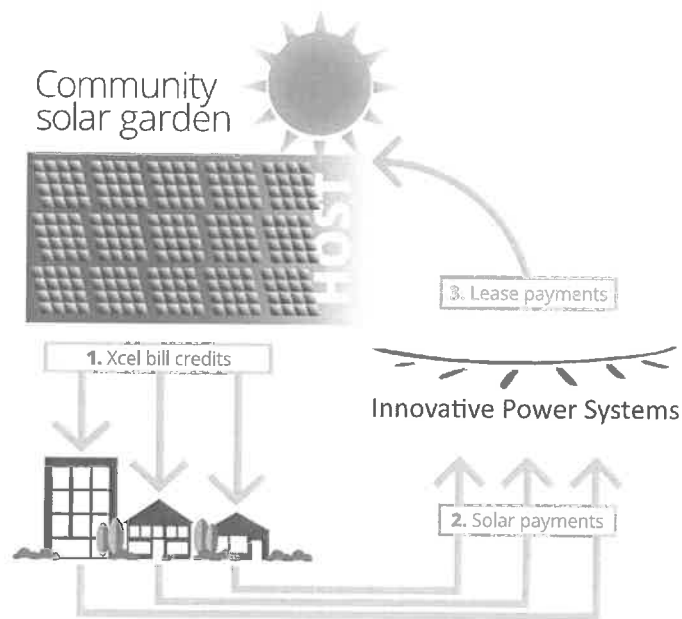
Share in solar power

PARTICIPATE IN MINNESOTA'S SOLAR REVOLUTION

HISTORY: In 2013 the Minnesota legislature passed the Solar Jobs Act allowing ratepayers to join centrally located solar projects to offset electricity costs.

HOW: You can subscribe to a portion of solar production by participating in the Xcel Energy SolarRewards Community® program through Xcel Energy and Innovative Power Systems. Your subscription allows you to benefit from solar installations located on nearby properties. Each month garden members earn bill credits proportionate to their subscription share, for 25 years.

WHY: In return for the reduced bill a percentage of those savings are paid back to the garden for long term maintenance and deferred financing costs.



IPS makes it easy to join your community members in supporting local, renewable energy.

- > **SITE HOSTS:** We help design, organize, and build your garden solar array.
- > **RATEPAYERS:** We help size and arrange your garden subscriptions.

LOCALLY POWERED

Innovative Power Systems *designs, installs, and services:*

- * solar electric installations
- * energy storage systems
- * electric vehicle charging stations
- * for *residential* applications
- * for *commercial* applications
- * for *utility-scale* applications

We believe that Minnesotans should *invest locally* in construction and infrastructure that benefits our economy.

OUR MISSION: Save money for our customers and *lead the local transition away from fossil fuels* toward renewable power.

OUR VISION: A future free from the drastic and harmful effects of climate change while *reducing Minnesota's energy deficit*.*

AS OF 2016:

Solar Power World recognized Innovative Power Systems (IPS) as one of the top US solar contractors for the third year running.

IPS CEO, Ralph Jacobson, was recognized with the Minnesota Solar Energy Industries Association's first Lifetime Achievement Award.

CONTACT US:

www.solar.mn
1413 Hunting Valley Rd, St. Paul, MN 55108
651.789.5305

*As of 2015 our state spends \$20 billion each year to import fuels like coal, natural gas, and oil.

YOUR COMMUNITY SOLAR GARDEN POTENTIAL

Innovative Power Systems helps organizations and homeowners understand their Community Solar Garden potential. We're a local, employee-owned company supporting solar in Minnesota—and we've helped to develop, finance, and install more solar projects in Minnesota than anyone else for over 25 years.

SUBSCRIPTION SIZE	1ST-YEAR SAVINGS*	25-YEAR SAVINGS*
10,000 kWh / yr	\$150	\$5,500
100,000 kWh / yr	\$1,500	\$55,000
1,000,000 kWh / yr	\$15,000	\$550,000

* ESTIMATED



Our commercial and residential subscription rates offer 25-year savings of \$5K– \$1M with no upfront costs! IPS takes on the long-term maintenance and management of the array as well as operational risk. Contact us to learn more about how this program can benefit you.

WE HAVE HISTORY*

A strong track record is important when choosing a long term energy partner. We're happy to stand behind to our projects and clients as Minnesota's longest-serving solar contractor. No one has installed more solar projects in Minnesota than we have. Locally owned and operated near the University of Minnesota Twin Cities campus, IPS has installed some of the most iconic systems in the state from the **Science Museum of Minnesota** to the **Great River Energy HQ**, and the upcoming **Green Line Solar Project**.

* *We're a licensed electrical and general contractor with over 50 years of combined experience.*

CASE STUDY: EICHTEN'S ORGANIC FARM

Co-owner Ed Eichten decided to install solar panels in 2012 to help support his organic cheese and bison operations. In 2015 the family-owned company decided to commit 30 acres (roughly 12,000 panels) for a 4-megawatt solar garden. The project offers a new and unique way for the Eichten's brand to interact with their community and customers. This will be one of Chisago County's first Community Solar Gardens, going on-line in 2016.

THE PROCESS IS SIMPLE:

- * Contact IPS to discuss your opportunity.
- * Send a recent copy of your electric bill and a list of any questions.
- * Review our proposal.
- * Commit to your solar array/subscription.
- * Refer your friends and colleagues to the garden to earn extra cash.
- * Save money – for the next 25 years.



Innovative Power Systems

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St Cloud area Community Solar Garden subscribers as of 4/24/17

IPS signed subscribers:

- St. Cloud School District
- Annandale School District
- Paynesville School District

Other Solar Developer signed subscribers:

- City of St. Cloud
- City of Paynesville
- City of Osakis
- City of Cold Spring
- City of Starbuck
- City of Brooten
- City of Belgrade
- Albany School District
- Paynesville Hospital

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 06-06-17 COUNCIL MEETING
DATE: JUNE 2, 2017

Consent Agenda

GRRL – Foley Library Agreement

This is an agreement between the City of Foley and Great River Regional Library regarding library services. This same agreement is being presented to many cities that host GRRL libraries. GRRL strives to have a consistent agreement with all their partner cities. Staff has been working on this agreement for many months and a number of revisions have been made. Generally speaking, the city provides the library system with a space, furniture/equipment and pays the basic costs to maintain and support the facility. GRRL provides the staffing and collection.

Staff does want to point out that the city does have a responsibility to maintain the facility and furnishings. One of the items we worked through on this agreement is allowing the city adequate time to plan and budget for necessary repairs or upgrades. The agreement lays out some very specific provisions of complying with local, state and federal standards. The city would expect to comply with the latest provisions when upgrades to the building were to occur.

I have spoken directly with the director, Karen Pundsack regarding our concerns. I am comfortable proceeding with the agreement as I do feel the city does have adequate ability to terminate the agreement if issues were to arise. Please let me know if you have more specific questions prior to the meeting.

Downtown Holiday Decorations

Included in your packet is a quote for downtown holiday decorations for the new light poles installed along 4th Avenue N. City staff recommends utilizing general fund dollars for this purchase. It is advantageous to purchase now as these are being offered at a discount in the off-season.

Approve Gambling Premises Permit - 2

The first resolution authorizes the Duelm Lion's to hold a raffle at Jax Firehouse (Former TOB). The second authorizes the Central MN Noon Optimist Club for electronic pull-tabs at the Jax Firehouse.

Debt Management Policy

Part of preparing for a credit review for the upcoming bond issuance is identifying areas the city could improve upon regarding its overall financial health and management. One of those is reviewing, developing and adopting specific financial policies. I will be working with our staff the next few months to develop these different policies. I have included a basic debt management policy that I request the council formally approve. This policy contains a lot of practices we currently implement, but the official policy is what credit reviewers want to see. This policy has been reviewed by our fiscal advisor.

Public Hearing – 301 John Street Variance Request

The planning commission is recommending approval of the variance of 2.5 feet of an accessory building setback from the principal structure. Following the public hearing staff is requesting adopting the provided resolution of approval.

New Life Church – Site Plan Approval

The planning commission is recommending approval of the site plan for a playground fence presented by New Life Church. No public hearing is needed on this item, a simple motion of the council will suffice.

Schlenner & Wenner – 2016 Audit

An audit report including a management letter and financials will be provided as soon as it is available, possibly not until Monday. Jon Archer, from Schlenner & Wenner will overview the report and be able to answer any questions the council may have.

Liquor License Renewals

Following the public hearing, staff is requesting approval of the listed liquor licenses on your agenda. All applicants have filled out the appropriate forms, paid the fee, provided adequate insurance and were backgrounded by the police department. One event (Mr. Jim's Special On-Sale) is also requesting a noise ordinance exemption until midnight for an event the weekend of Fun Days. Following approval, these items will be sent to the Alcohol and Gambling for sign off and final approval.

Tobacco Licensees

Tobacco licenses are being presented for the entities listed on the agenda. These applicants are also backgrounded prior to the issuance of their license. A part of the licensing program also includes the police randomly checking for compliance at least once per period.

Agenda Items #10-#13

A number of individuals have requested their fees to be removed for I/I. Correspondence on the individual's specific circumstances are included in your packet. Staff is recommending denial of these requests. The city has allowed adequate time to complete repairs and any form of waiver should have been requested long ago before the penalty deadline. Also, some claim circumstances of not knowing about the project when purchasing the home. Disclosures are the responsibility of the seller and part of the real estate transaction. Please feel free to contact myself or Mark if you have further questions on these requests.

Residential Irrigation – Agenda Item #12

Jonathan Brenny has also included a request for a reduction for the sewer charges for irrigation in the city. This type of request often makes it to the council agenda and prior council action has not adjusted the rates.

Staff has a few concerns to bring to the council attention. First off, reducing the sewer rates for irrigation gallons would require an increase in the overall rate for the entire community as the fund still needs to generate enough revenue to cover the cost of running the enterprise fund (fixed costs). The council also needs to remember that during our water/wastewater infrastructure workshop there was a discussion on affordability of utility charges and the city is currently well below the recommended threshold in that respect. Lastly, lowering the rates could drive up water demand which could be problematic without additional water storage. At the infrastructure workshop, staff overviewed our need for additional storage capacity already, and an increased flow would only further strain the system.

320 Broadway Ave N Purchase Agreement

We have reached a tentative agreement on the sale of the Broadway Avenue city property. A draft purchase agreement has been included in your packet. We have made revision to this agreement and are awaiting a response back from the Overland Group on these final changes. An updated agreement will be provided when available. The agreed purchase price is \$28,000 and is contingent on the development of the retail store. If the retail store would not development, the agreement would be void and no sale would occur. The City Attorney can answer any additional questions the council has at the meeting.

New Business – Discussion on I/I Public Nuisances

Staff is requesting the council to provide direction on handling the excess water on certain streets in town due to excess I/I flow. Staff has put notice in the paper and via facebook/website on pulling hoses back into private yards.

Solar Info

Attached is some additional correspondence on the solar buy-in from both Geronimo and Innovative Power Systems. I also have a listing of other public entities that are subscribing to solar. If the council has any questions or would like to discuss this item more please let me know and we can add it to an agenda.

Upcoming Reminders

- Pool Opens June 7th.
- Foley Fun Days is June 19th – 21st
- June 20th meeting will only be held if necessary.
- July 4th meeting has been moved to July 11th