



**City Council – Meeting Agenda
December 6, 2016 – 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 November 15, 2016.
 - Accept bid from Adam Foss on 1990 Chevy Dump Truck.
 - Accept bid from Jack Kemble for 1995 721 Case Loader.
 - Adopt Resolution #2016-26 Accepting Donation.
 - Adopt Resolution #2016-28 Supporting Safe Routes to School.
 - Approve payment of bills.
5. Police Union Contract – Minnesota Public Employees Association
6. Discussion on 2017 Water/Sewer Rates
 - Ordinance 424 – Amending Section 615 Water Charges and Rates
 - Ordinance 425 – Amending Section 610 – Sewer Rates and Charges
7. Mayor's Comments & Open Forum.
8. Department Reports:
 - Police Department –Katie McMillin
 - City Attorney – Adam Ripple
 - City Engineer – Jon Halter – not in attendance
 - Public Works – Mark Pappenfus
 - Administration – Sarah Brunn
9. 2017 Truth-In-Taxation Public Hearing – **CANNOT START UNTIL 6:00 P.M.**
 - Adopt Resolution #2016-27 Approving 2017 Tax Levy
10. Old Business
11. New Business
 - Recognition of Service – Dave Mosford & Leslie (Schumacher) LeCuyer
12. Adjourn

CITY OF FOLEY, MINNESOTA
REGULAR CITY COUNCIL MEETING – November 15, 2016

The Foley City Council held a regular meeting on November 15, 2016, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Dave Mosford, Councilmembers Gerard Bettendorf, Brian Weis, Kris du'Monceaux and Leslie LeCuyer.

The pledge of allegiance was recited.

Mosford congratulated Mayor-elect Bettendorf.

Motion by Bettendorf, seconded by LeCuyer, to approve the agenda. Motion carried, unanimous.

Consent Agenda

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

- Approving the minutes of November 1, 2016
- Accepting the resignation of Lois Heigl
- Approving the hiring of Monica Shaw on a temporary basis
- Approving the payment of bills paid for by checks #49152 - #49193

Motion carried, unanimous.

2016 Election Result Canvassing

The canvassing oath was signed by all members of the board. Motion by LeCuyer, seconded by du'Monceaux, to approve Resolution 2016-25 Election Results. Motion carried, unanimous.

Public Hearing - Weed Violations

Mayor Mosford recessed the regular city council meeting to conduct the public hearing on weed violations. No one spoke regarding the proposed assessments. Motion by LeCuyer, seconded by du'Monceaux, to approve Resolution 2016-24 Assess Weeds. Motion carried, unanimous.

Mayor's Comments and Open Forum

Amanda Wilken, 250 3rd Avenue, requested consideration to be appointed to a vacant city council seat to become available in January 2017. Wilken overviewed her qualifications and indicated she was the next runner up in the recent election. Wilken wished the council the best of luck whatever the decision made.

LeCuyer congratulated Bettendorf and Weis on re-election and Jeff Gondeck on being elected to the council. LeCuyer requested the new council continue focus on wastewater expansion and economic development for the city.

Department Reports

Police Chief Katie McMillin updated the council on the new part-time hire, winter parking and a nuisance violation at 100 4th Avenue N. Motion by LeCuyer to assess the property owner. City Attorney Adam Ripple clarified there is no motion needed to assess at this time. LeCuyer

amended her motion to direct staff to follow the code of ordinances on addressing the nuisance issue, seconded by du'Monceaux. Motion carried, unanimous.

No report from City Attorney Adam Ripple.

Public Works Director Mark Pappenfus updated the council on weather, plowing and lights on 4th Avenue N.

City Administrator Sarah Brunn updated the council on the union contract, annual appointments, re-filling the accountant position and the transportation alternatives grant application.

Old Business

There was no old business.

New Business

Mayor Mosford requested the council discuss prohibiting bicycles on the sidewalks in the downtown district. Mosford indicated a state law exists not allowing it. du'Monceaux asked if other complaints have been received. City Administrator Brunn and Chief McMillin outlined some concerns of bikes on the streets. Ripple indicated law prohibits it unless allowed by city ordinance. Mayor Mosford asked if skateboards fall under the state statute, Ripple indicated they do not. Ripple indicated clarification of business district would be necessary if the city were to address the matter in code. Bettendorf asked if we could publish notice in the paper to remind bikers to be courteous of walkers and walk bikes through the downtown. du'Monceaux asked about enforcement with so many other activities of the department. LeCuyer asked for clarification on the state statute and would like to see this item in a newsletter or some type of education. Brunn asked how the fines would be handled under current law. Weis requested some type of enforcement during specific times.

Amanda Wilken, 250 3rd Avenue, indicated concerns of not allowing bikes on the sidewalks and safety of those on bikes. Wilken would like to see proactive education versus citations. Jeff Gondeck, 55 Carpenter Street, requested the item be brought forward to public safety to discuss options. The item will be added to the public safety committee agenda for January.

Motion by du'Monceaux, seconded by LeCuyer, to adjourn at 5:59pm. Motion carried, unanimous.

Sarah A. Brunn, Administrator

November 28, 2016

Sealed Bid Opening – 11:00 a.m.

1990 Dump Truck

Terry Thorsten	\$1,751.00
<i>Adam Foss</i>	<i>\$3,651.51</i>
Chris Pederson	\$1,500.00
Darin Williams	\$1,800.00
Tom Henry	\$1,672.00
Steven Wuotila	\$2,720.00
Brian Weis	\$1,876.00

1995 721 Case Loader

Tom Henry	\$21,781.00
<i>Jack Kemble</i>	<i>\$27,000.00</i>
Nathan Herem	\$22,563.00

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2016 - 26

A RESOLUTION ACCEPTING DONATION

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

WHEREAS, various businesses and individuals have offered to donate funds to be used by the Foley Public Library; and

WHEREAS, the attached Exhibit A is a list of donations; and

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

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

BE IT FURTHER RESOLVED that the City sincerely thanks the Foley Library Board for their donation.

PASSED AND ADOPTED by the Foley City Council, this 5th day of July, 2016.

Dave Mosford, Mayor

ATTEST:

Sarah A. Brunn, City Administrator-Clerk

Exhibit A
Library Donations

<u>Group</u>	<u>Amount</u>
Foley Library Board	Newspaper Rack (\$125.00)

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2016-28

A RESOLUTION SUPPORTING SAFE ROUTES TO SCHOOL

WHEREAS, the City of Foley supports policies and programs that focus on health and wellness and healthier communities; and

WHEREAS, the health and safety of children is of highest concern to the citizens of the City of Foley; and

WHEREAS, walking and biking can help enhance the health and overall physical activity of children, improve air quality and the environment, and reduce traffic congestion and speed in and around school zones; and

WHEREAS, Safe Routes to School is a national and international movement to create safe, convenient, and fun opportunities for children to walk and bike to school; and

WHEREAS, Safe Routes to School efforts help remove barriers to walking and biking to school through improvement of infrastructure and facilities and the creation of education, encouragement, engineering, enforcement, and evaluation programs; and

WHEREAS, having safer routes to and from schools can decrease pedestrian and bicycling related injuries, not just for students, but for the entire community; and

WHEREAS, it is fitting that the City of Foley recognize the importance of making walking and biking to school a safe activity; and

WHEREAS, the City of Foley supports the initiative to establish a Safe Routes to School Committee to develop and oversee actions that will increase awareness and support schools and students; now therefore,

BE IT RESOLVED, that the City of Foley will participate in and support the Safe Routes to School initiative in order to gain the benefits mentioned above and strengthen the quality of life for Foley students, families and neighborhoods.

Passed and adopted by the Foley City Council, this 6th day of December, 2016.

David Mosford, Mayor

ATTEST:

Sarah A. Brunn, Administrator

Bills List - December 6, 2016

Gross Salaries (Regular)	Payroll (11/18/16)	\$	21,347.68
EFTPS	Federal Withholding	\$	1,955.05
MN Dept of Revenue	State Withholding	\$	863.92
State Treas. PERA	PERA	\$	3,626.35
Nationwide	Deferred Comp	\$	425.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	60.00

Gross Salaries (Regular)	Payroll (12/5/16)	\$	21,919.11
EFTPS	Federal Withholding	\$	2,080.67
MN Dept of Revenue	State Withholding	\$	923.83
State Treas. PERA	PERA	\$	3,774.10
Nationwide	Deferred Comp	\$	425.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	60.00

Already Paid - 12/6/16

Cragun's Resort & Hotel	Lodging for Jeff Gondeck Council Conference	\$	117.04
Delta Dental	Employee Dental Insurance	\$	1,221.25
First National Bank Of Omaha	Credit Card Purchases	\$	296.83
MN Department of Public Safety	Background Check on New Police Office	\$	32.00
Dr. Kevin Stiles	2016 Health Officer	\$	100.00
Windahl Technology, LLC.	New Employee Computer/Email Setup	\$	57.00
Pay.Gov	ACA Annual Reporting	\$	513.00
Select Account	11/16 Administrative Fees	\$	2.11
USABLE Life	Group Life Insurance	\$	415.50

To Be Paid - 12/6/16

All Four Season Tree Service	Cut down tree	\$	475.00
AllSpec Services, LLC.	November Billing	\$	315.51
Amanda Wilken	Planning Commission Payment	\$	60.00
Auto Value	Parts - Repairs & Maint.	\$	170.46
Benton County News	November Publishing	\$	1,245.55
Bill Bronder	Planning Commission Payment	\$	60.00
Central McGowan	Medical Cylinder	\$	45.67
Coborn's	Baking Soda - Fire Dept	\$	6.20
Compass Minerals	Sand/Salt	\$	5,077.01
Dave Mosford	Planning Commission Payment	\$	60.00
Electric Motor Service	Notched V - Belt	\$	34.17
Emergency Automotive Technologies	Public Works Vehicle Repairs	\$	1,125.50
Emergency Response Solutions	Fire Dept Equipment	\$	4,049.30
Foley Hardware & Appliance	Public Works & Fire Dept Repairs	\$	135.64
Roger From	Planning Commission Payment	\$	60.00
G & K Services	Uniforms & Mats	\$	545.55
Gopher State One Call	Email Tickets		14.85
Gary Gruba	Planning Commission Payment	\$	60.00
Granite Electronics	Fire Dept - Battery	\$	59.00
Hawkins	Water Dept Materials	\$	665.94
Henry Embroidery	Fire Dept t-shirts	\$	60.00
Integra	Telephone	\$	855.74
Jeff Gondeck	Planning Commission Payment	\$	60.00
JM Truck & Tractor Repair	Vehicle Repairs	\$	4,584.92
Judy Weis	Planning Commission Payment	\$	60.00
K & K Tire	Vehicle Maint	\$	434.95
League of MN Cities	Leadership Conference Registration	\$	325.00
Locators & Supplies	Safety Jackets	\$	218.70
Marco	Copier Lease Agreement	\$	263.77
Med Compass	Fire Dept Fit Tests	\$	1,170.00
Murphy Chev	Vehicle Maint	\$	461.86
New Frontier Services	Web Development	\$	825.00
Noel Lewandowski	Planning Commission Payment	\$	60.00
Rosalie Musachio	Planning Commission Payment	\$	60.00
Short Elliott Hendrickson	NPDES Permit, 4th Ave Project, General Eng.	\$	29,992.47
Summit Fire Protection	Fire Scuba Cylinders	\$	379.75
Titan Machinery	Wheel Loader	\$	175,323.00
Tri-County Action Program	Admin Fees	\$	6,000.00

Gross Salaries (Regular)	Payroll (11/18/16)	\$	21,347.68
EFTPS	Federal Withholding	\$	1,955.05
MN Dept of Revenue	State Withholding	\$	863.92
State Treas. PERA	PERA	\$	3,626.35
Nationwide	Deferred Comp	\$	425.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	60.00
Verizon Wireless	Cell Phones	\$	295.30
Wimactel	Phone Services	\$	60.00
Xcel Energy	Utilities	\$	51.79
		\$	<u>296,023.04</u>

01/01/2016 THROUGH 12/31/2017

LABOR AGREEMENT

BETWEEN

THE CITY OF FOLEY

AND

Minnesota Public Employees Association

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Article 1. INTRODUCTION

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

Article 2. RECOGNITION

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

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

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

Article 3. DEFINITIONS

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

Section 2. Employer: The City of Foley.

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

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

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

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

successfully completed the probationary period.

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

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

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

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

Article 4. UNION SECURITY

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

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

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

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

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

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

Article 5. MANAGEMENT RIGHTS

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

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

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

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

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

Article 6. PART-TIME EMPLOYEES

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

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

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

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

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

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

Article 7. INSURANCE

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

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

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

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

Insurance Contribution Rates

Single Coverage: Paid in full by the Employer.

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

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

Article 8. PROBATION

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

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

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

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

Article 9. GRIEVANCE PROCEDURE

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

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

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

conformance with the following procedure:

Step 1:

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

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

Step 2:

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

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

Step 3:

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

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

Section 4. Arbitrator's Authority.

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

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

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

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

Article 10. DISCIPLINE

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

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

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

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

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

Article 11. HOLIDAYS

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

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

Christmas Day

December 25th

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

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

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

Article 12. VACATION

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

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

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

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

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

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

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

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

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

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

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

Article 13. SICK LEAVE

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

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

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

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

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

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

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

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

Article 14. HOURS OF WORK

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

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

Section 3. Effective January 1, 2017, employees will receive overtime compensation for hours actually worked in excess of eighty (80) hours in a fourteen (14) day period at time and one-half the base rate of pay. The beginning of the week for overtime purposes will be established by the Employer.

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

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

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

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

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

Article 15. WAGES

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

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

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

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

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

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

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

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

Section 8. Uniforms and Equipment.

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

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

Article 16. SENIORITY

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

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

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

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

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

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

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

Article 17. SAVINGS CLAUSE

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

Article 18. COMPLETE AGREEMENT

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

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

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

Article 19. MUTUAL CONSENT

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

Article 20. DURATION

This agreement shall be in full force and effect from January 1, 2016 through December 31, 2017, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this agreement.

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

FOR: Union

FOR: Employer

Dated: _____

Dated: _____

APPENDIX A

	1	2	3	4	5	6	7
Police Officer	\$18.20	\$19.41	\$20.70	\$22.08	\$23.55	\$25.11	\$ 26.79

2016 Wages

Jason Abbott will move to Step 4 beginning January 1, 2016; and
Chris Tripplett will move to Step 3 beginning January 1, 2016.

2017 Wages

Jason Abbott will move to Step 5 beginning the first full pay period after July 1, 2017; and
Chris Tripplett will move to Step 4 beginning the first full pay period after July 1, 2017.

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

ORDINANCE NUMBER 424

AN ORDINANCE AMENDING THE FOLEY CITY ORDINANCES
CHAPTER VI, SECTION 615 WATER CHARGES AND RATES
AND AMENDING ORDINANCE NUMBER 321
SCHEDULE OF RATES, FEES AND CHARGES

THE COUNCIL OF THE CITY OF FOLEY HEREBY ORDAINS that the 1974 Code of Ordinances of the City of Foley CHAPTER VI, FEES, CHARGES and RATES be amended:

The existing Section 615:00 Water Charges and Rates Subd. 2 is repealed, substituting therefore the following Section 615:00 Subd. 2 to read as follows:

Section 615:00. Water Charges and Rates Established.

Subd. 2. The following quarterly water rents and rates be, and the same hereby are continued as heretofore adopted, for usage of municipal water works:

(a) Minimum for up to 7,000 gallons.....\$35.70

(b) Excess over 7,000 gallons.....\$00.51 per 100 gallons
or portion thereof.

Subd. 8. Effective date of water rates. The water rates described above shall take effect on January 1, 2017.

That Ordinance Number 321, Schedule of Rates, Fees and Charges, be amended by repealing the existing water rates amount and substituting therefore the following amount: \$0.51 per 100 gallons or portion thereof. Minimum charge is \$35.70 per quarter. These rates shall be effective on January 1, 2017.

PASSED AND ADOPTED by the City Council of the City of Foley this 6th day of December, 2016.

Dave Mosford, Mayor

ATTEST:

Sarah A. Brunn, Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

ORDINANCE NUMBER 425

AN ORDINANCE AMENDING THE FOLEY CITY ORDINANCES
CHAPTER VI, SECTION 610
SEWER RATES AND CHARGES
AND AMENDING ORDINANCE NUMBER 321
SCHEDULE OF RATES, FEES AND CHARGES

THE COUNCIL OF THE CITY OF FOLEY HEREBY ORDAINS that the 1974 Code of Ordinances of the City of Foley CHAPTER VI, FEES, CHARGES and RATES be amended:

The existing Section 610:00 Sewer Rates and Charges Subd. 3, and Subd. 5 are repealed, substituting therefore the following Section 610:00 Subd. 3 and Subd. 5, to read as follows:

Section 610:00 Sewer Rates and Charges Established.

Subd. 3. The following quarterly sewage service charges and rates be, and the same hereby are continued as heretofore adopted, for usage of the municipal sewage service:

- (a) Minimum for up to 7,000 gallons.....\$42.00
- (b) Excess over 7,000 gallons.....\$00.60 per 100 gallons
or portion thereof.

Subd. 5. Effective date of Sewer Rates. The sewer rates described above shall take effect on January 1, 2017.

That Ordinance Number 321, schedule of rates, fees and charges, be amended by repealing the existing sewer rates amount and substituting therefore the following amount: \$0.60 per 100 gallons or portion thereof. Minimum charge is \$42.00 per quarter. These rates shall be effective on January 1, 2017.

Passed and adopted by the City Council of the City of Foley this 6th day of December, 2016.

Dave Mosford, Mayor

ATTEST:

Sarah A. Brunn, Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2016-27

A RESOLUTION APPROVING THE 2016 TAX LEVY, COLLECTABLE IN 2017

BE IT RESOLVED, by the City Council of the City of Foley, County of Benton, Minnesota, that the following sums of money are to be levied for the current year, collectable in 2017, upon the taxable property in the City of Foley, for the following purposes:

General Fund	\$ 1,244,920.00
Fire Department	74,050.00
Swimming Pool	57,400.00
2008A/2012	
Improvement Bond	165,000.00
2011 Improvement Bond	77,200.00
2015 Improvement Bond	69,958.00
Total Budget	\$1,688,528.00
Less Local Gov't Aid	744,477.00
Total Levy	\$944,051.00

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

Passed and adopted by unanimous vote of the Foley City Council, this 6th day of December, 2016.

David Mosford, Mayor

ATTEST:

Sarah A. Brunn, Administrator

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 12-06-16 COUNCIL MEETING
DATE: DECEMBER 2, 2016

Accepting bids for Dump Truck & Case Loader

The city accepted sealed bids for the 1990 Dump Truck and 1995 721 Case Loader on Monday. The summary of bids is included in your council packet. Council action is required through the consent agenda to proceed with the sale of these items to the high bidders.

Fire Truck GovDeals Bid

The bid for the fire truck ends Monday evening. Staff may bring that item forward at Tuesday's meeting for approval.

Library Donation

A resolution is included in your packet accepting a donation from the Foley Library Board of office furniture. As part of the agreement with Great River Regional Library, the city retains ownership of library furnishings.

Safe Routes to School Supporting Resolution

In the consent agenda is resolution for the council to adopt supporting Safe Routes to School and establishment of a committee. This resolution will also be included in support of the city's full application for TA grant funding for the pedestrian crossings and trail extensions. More details, including the makeup of the committee, will come later.

Police Union Contract

A police union contract is included in your packet. I will have a report as to the status of the union ratification at the meeting. This contract was developed after multiple mediation sessions. A notable change in the contract is the proposed step schedule, which transitions the existing step schedule from a 10-step into a 7-step schedule. This change only applies to the police union members. In order to minimize the impact, we negotiated to have the next step movement occur on 7/1/17. Many of the terms in this union contract mirror the existing city personnel policy. Please let me know if you have any questions when reviewing the union contract. Staff is requesting council approval of this contract, assuming ratification at the union level has occurred.

Water/Sewer Rate Increase

Staff is bringing forward a proposed water and sewer rate increase for consideration. This proposal would become effective January 1, 2017, first seen on utility bills received in April of 2017. The proposal increases rates are .03 for each water and sewer, an overall increase of approximately 5.5%. This increase is estimated to generate an additional \$40,000 in revenue to the water/sewer funds.

A few items should be considered with the rate increase:

- No rate increase has occurred since 2014 (adopted in 2013).
- The city has expensed significant cash in both the water/sewer funds. The 4th Avenue N project has expended approximately \$203,000 in water funds and \$112,000 in sewer funds. A portion of these funds will be recouped by assessments.
- The proposed Dewey Street project is estimated to expense \$275,000 in water funds and \$144,000 in sewer funds, again with a portion of these amounts being recouped by special assessments.
- The city has committed \$275,000 of water/sewer revenues to pay for the 2015 Bonds.
- The city has committed \$480,000 of water/sewer revenues to pay for the 2008 Improvement Bond.
- After committed obligations listed above total cash/investment balance of the water & sewer funds is approximately \$1.8 million.
- Other projects have been established as part of the capital budgeting process and will require the use of water/sewer funds in the future. These include:
 - Water Quality Evaluation & Pilot Study - \$15,000
 - Water Tower Reconditioning - \$250,000
 - Second Water Storage Tank - \$600,000
 - New Well # 6 - \$180,000
 - Distribution System Computer Modeling - \$15,000
 - Wastewater Treatment Facility/Expansion
- Staff anticipates continued expenditures in the water/sewer funds and supports systematic water/sewer rate increases to support operational activities and capital reinvestment. The council has been presented with two ordinances reflecting these changes. The council can choose to adopt these ordinances at the meeting Tuesday or the meeting on December 20th. Both should still leave staff enough time to make the publication requirements.

2017 Tax Levy

The council will need to hold the public hearing for the Truth-In-Taxation requirement to pass the final city budget. This hearing can start no earlier than 6:00pm. Following the hearing, Resolution #2016-27 Approving the Tax Levy is included in your packets. This levy is the same as the preliminary and is a 3.6% increase over last year. I requested tax capacity numbers from the county and the 2017 numbers show an increase of approximately 3.5% over 2016. This is good news as it indicates a growth in the overall taxable base of the city. Keep in mind, the city has no control over property values and distribution of taxes. In the past few years, many residential homes are seeing increases in their property values and that will have an impact on their tax bill.

Recognition of Service

At the meeting, we will recognize the council members whose terms will expire at the end of the year, Mayor Dave Mosford and Councilmember Leslie LeCuyer. Thank you to both of them for their service to our community.

Recording Council Meetings

Information has been included in your packet regarding the cost of recording and broadcasting council meetings.

City Assessor Information

Included in your packet is information provided by the county assessor on contracting directly with them for assessing services. Our current assessor, Traci Balder has resigned so the city will need to contract with a new provider. Our latest contract with Balder's was for \$8,000 per year. The proposed cost from the county is \$10,170 for 2017. The council can either direct staff to proceed with this contract or attempt to obtain other quotes. Keep in mind very few individuals perform these services which is why the county has developed this option, so obtaining quotes could be difficult. A decision on this will need to be made at the first meeting in January. I will bring this up in my staff report on Tuesday.

Upcoming Reminders

- Annual Appointments will be held first meeting in January.

Video Options for Recording City Council Meetings

All options would include creating a City of Foley YouTube Channel. This service is free and would allow the City to upload/store video content that could then be shared on the City website and Facebook page. The City would also maintain a separate in-house archive of all official videos as part of normal record retention procedures and make available to the public upon request.

1. In-House Option

City buys and maintains all needed equipment. Administrative staff performs all necessary recording/editing/uploading functions.

Estimated Equipment Costs:

- Camera - \$2,000
- SD Cards x2 - \$35
- Extra battery pack - \$150
- Tripod - \$150
- Editing Software - \$500
- 50' cable to connect camera with existing audio system - ???
- Insurance and equipment maintenance costs - ???
- Staffing costs

Total Estimated Start-Up Costs: \$3,000 - \$4,000

2. Vendor Option

Kalton Communications would operate/maintain equipment, record, edit, and upload videos to City YouTube Channel. City administrative staff would share videos on City website and Facebook pages.

Services Provided

- Record meetings - \$125
- Edit (including graphics) - \$50
- Upload to City YouTube Channel - \$15

Total Cost Per Meeting: \$190

3. Vendor/In-House Option

City buys/maintains equipment and hires vendor to record/edit/upload video content. Staff would share videos on website and Facebook.

- Initial start-up equipment costs - \$3,000 - \$4,000
- Kalton Communications (recording, editing, upload) - \$90 per meeting

4. Cable Access Option

Staff also investigated the possibility of using cable access to distribute video content, but determined it was not cost effective. Would require the City purchase all the equipment before Midco will proceed. Limited viewing audience was also a concern.

BENTON COUNTY ASSESSOR'S OFFICE
531 DEWEY STREET – PO BOX 129
FOLEY, MN 56329

BRIAN G. KOESTER, S.A.M.A.
BENTON COUNTY ASSESSOR

PHONE: 320-968-5019
TDD: 320-968-8842
FAX: 320-968-5329

MEMO

TO: Township and City Clerks
FROM: Brian Koester, County Assessor
DATE: November 28, 2016
RE: Assessment Contracts – 2017 Assessment forward

Attached is the tentative copy of an Assessment contract with Benton County.

I have been made aware that some of the Cities and Townships Local Assessor will be quitting at the end of the 2017 Assessment year. I have been asked to analyze the cost and submit a quote or contract proposal to these cities and townships.

Benton County is Not asking to go to a True County Assessing system where the cities and townships no longer have a say in the assessing process. We are submitting a contract proposal just like a Local Assessor would. Doing it this way allows the cities and townships the option to go back to hiring their own Local Assessor if they choose to. In the attached proposals the County would sub-contract out part or all of the work to help keep the overall cost down to the cities and townships. By the county holding these contracts it will give the county better authority to monitor the quantity and quality of work of the Local Assessor's on an ongoing bases. Under the current arrangement the County is limited until after December 1st of each year.

If you have any questions or concerns, please call.

Thank You

BRIAN G. KOESTER - SAMA

Enclosure - 1

Sarah Brunn

From: Brian Koester <bkoester@co.benton.mn.us>
Sent: Wednesday, November 02, 2016 1:44 PM
To: Sarah Brunn (sbrunn@ci.foley.mn.us)
Subject: Assessment Contract
Attachments: Assessment contract letter.doc; 13 Final Assessment Agreement Foley-Benton County 2017.doc

Hi Sarah

Attached is a copy of the Assessment Contract proposal.

When I calculate the per parcel cost, to be fair and equitable to all cities and townships I have to use the same formula when determine the cost.

Below is samples of that formula for Watab Twshp, Sauk Rapids City, Rice and Foley's calculations.

City of Sauk Rapids	Residential Bare Land	438	x	1	=	438
	Residential Improved	3700	x	2	=	7400
	Mobile Homes PP		x	1	=	0
	Agricultural Bare Land	22	x	1	=	22
	Agricultural Improved	3	x	2	=	6
	Com/Ind/Exempt Bare Land	377	x	1	=	377
	Com/Ind/Exempt Improved	247	x	3	=	741
	Total Parcels	4787		Total Assessment Units		8984

Sauk Rapids City Contract price is @ \$9.50 per parcel.

Watab TWP	Residential Bare Land	410	x	1	=	410
	Residential Improved	1188	x	2	=	2376
	Mobile Homes PP		x	1	=	0
	Agricultural Bare Land	164	x	1	=	164
	Agricultural Improved	40	x	2	=	136
	Com/Ind/Exempt Bare Land	120	x	1	=	120
	Com/Ind/Exempt Improved	57	x	3	=	87
	Total Parcels	1979		Total Assessment Units		3293

Watab Township Contract price is @ \$8.50 per parcel.

City of Rice	Residential Bare Land	179	x	1	=	179
	Residential Improved	583	x	2	=	1166
	Mobile Homes PP	1	x	1	=	1

City of Sartell	Agricultural Bare Land	55	x	1	=	55
	Agricultural Improved	11	x	2	=	22
	Com/Ind/Exempt Bare Land	85	x	1	=	85
	Com/Ind/Exempt Improved	73	x	3	=	219
	Total Parcels	987	Total Assessment Units			1727
	Residential Bare Land	42	x	1	=	42
	Residential Improved	371	x	2	=	742

Rice City is bid @ \$9.00 per parcel.

City of Foley	Residential Bare Land	102	x	1	=	102
	Residential Improved	742	x	2	=	1484
	Mobile Homes PP		x	1	=	0
	Agricultural Bare Land	13	x	1	=	13
	Agricultural Improved	1	x	2	=	2
	Com/Ind/Exempt Bare Land	118	x	1	=	118
	Com/Ind/Exempt Improved	154	x	3	=	462
	Total Parcels	1130	Total Assessment Units			2181

Proposed Contract is @ \$9.00 per parcel like City of Rice. Total cost based on 2016 parcel count is \$10,170.00

Please let me know that you received this e-mail and if you have any question.

Brian Koester, SAMA

Benton County Assessor

Phone:(320) 968 - 5019

Fax: (320) 968 - 5329

**ASSESSMENT SERVICES AGREEMENT
(City of Foley and Benton County)**

THIS AGREEMENT is made effective this day, _____, 2016, by and between the **CITY OF Foley**, a Minnesota municipal corporation (hereinafter referred to as the "City"), and the **COUNTY OF BENTON**, a political subdivision of the State of Minnesota (hereinafter referred to as the "County").

RECITALS

- A. The City is entirely within the County and constitutes a separate assessment district.
- B. Minnesota Statutes Sections 273.072 and 471.59 authorize and enable the County Assessor to perform certain assessments on behalf of the City.
- C. The County is willing to cooperate with the City by completing the assessments in a proper manner.
- D. The City and the County desire to enter into an agreement to provide for the assessment of the property within the City by the County Assessor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1. **Assessments by County Assessor.** All property that lies within the City shall be assessed by the County Assessor, in accordance with the procedures and practices established and observed by the County, beginning with the assessment for the year 2016.
- 2. **Assessment Services.** The property assessment by the County shall be composed of the following assessment services:
 - a. Physically inspect and revalue real property as required by law.
 - b. Physically inspect and value all new construction, additions, and renovations.

- c. Conduct valuation reviews prior to the Board of Review.
 - d. Attend the Board of Review and, per Board request, make all necessary review appraisals.
 - e. Keep updated field card file containing: ownership, current values, property descriptions, classification and sales data.
 - f. Print, mail, and post valuation notices.
 - g. Respond to taxpayers regarding assessment or appraisal problems or inquiries.
 - h. Make divisions and combinations.
 - i. Administer the abatement process pursuant to Minn. Stat. § 375.192.
 - j. Make appraisals for, testify or negotiate all District Court or Tax Court filings.
 - k. Post values from appraisal cards to assessment rolls.
 - l. Adjust estimated market values on those properties not physically inspected as needed per sales analysis.
3. **Necessary Information, Records, Data, and Reports.** All information, records, data, and reports necessary to allow the County to carry out its responsibilities under this Agreement will be furnished to the County without charge by the City and the City agrees to cooperate in good faith with the County in carrying out the work under this Agreement.
4. **Work Space at the City.** The City agrees to furnish, without charge, work space, if needed, for an appraiser to perform such tasks as document review during the City's normal business hours.
5. **Indemnification.** The County agrees to indemnify and hold harmless the City and all of its agents and employees against any and all claims, demands, actions, or causes of action arising out of or by reason of the County's performance of this Agreement.
6. **Employee or Contractor Classification.** It is hereby agreed that any and all employees or contractors of the County engaged in the performance of this Agreement shall be considered employees and/or contractors of the County only

7. **Assessment Agreement Term.** This Agreement shall commence on May 1, 2017, and shall terminate on April 30, 2022. Either party may initiate an extension of this Agreement for a term of five (5) years by giving the other party written notice no less than 120 days prior to the termination of this Agreement. If the party who receives said notice to extend gives written notice to the other party of its desire not to extend this Agreement at least 60 days prior to the termination of this Agreement, this Agreement shall extend automatically on April 30, 2022 for an additional five (5) years as per the written notice given.
8. **Compensation.** In consideration of the assessment services, the City agrees to pay the County a fee of \$9.00 per parcel within the corporate limits of the City for each year of this Agreement. The number of parcels shall be determined as of January 1st of the assessment year being done. Compensation shall be paid in four (4) quarterly payments or as agreed by the parties.
9. **Amendments.** This Agreement may be amended or modified only by written agreement signed by authorized representatives of the parties.
10. **Notices.** Any notice which may be given or made by a party hereto under the terms of this Agreement shall be in writing and shall be sent by U.S. Mail or personally delivered to the other party addressed as follows:

To the City of Foley:	Sarah Brunn, City Administrator-Clerk 251 4th AVE N PO Box 709 Foley, MN 56329
To Benton County:	Brian Koester, Benton County Assessor 531 Dewey Street P.O. Box 129 Foley, MN 56329
1. **Remote Access.** The City will be allowed at no cost to have access to property Tax & Assessment information through BEACON for Benton County system to be used exclusively for City business. It will not be made accessible to the general public.

CITY OF Foley

Date: _____, 2016.

Mayor

Date: _____, 2016.

City Administrator-Clerk

BENTON COUNTY

Date: _____, 2016.

Chairman

Date: _____, 2016.

County Administrator

Date: _____, 2016.

County Assessor

STATE OF MINNESOTA)

) SS

COUNTY OF _____)

Before me, a Notary Public for this County, personally appeared

Notary Public

STATE OF MINNESOTA)

) SS

COUNTY OF _____)

Before me, a Notary Public for this County, personally appeared

Notary Public

STATE OF MINNESOTA)

) SS

COUNTY OF _____

Before me, a Notary Public for this County, personally appeared

Notary Public

STATE OF MINNESOTA)
COUNTY OF _____) SS

Before me, a Notary Public for this County, personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the County Administrator for the County of Benton, a political subdivision of the State of Minnesota, named in the foregoing instrument, and that said instrument was signed on behalf of said political subdivision by authority of its Board and acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

[illegible]

On this __ day of _____ 2009 before me, a Notary Public for this County, personally appeared Brian Koester, Benton County Assessor, who I know to be the person described in the foregoing instrument, and who acknowledged that he executed that instrument as his free act and deed.

Notary Public



Foley Police Department

Calls for Service - 2016

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	16	15	13	17	22	15	13	11	12	14	10		158
Equipment Vio.	25	23	10	22	25	26	20	11	8	7	6		183
Speed	31	24	28	37	37	30	64	17	8	12	7		295
DWI	1	0	2	0	0	2	2	1	1	0	1		10
DAR/S/C	6	1	6	7	2	3	1	0	0	4	2		32
# Citations Issued	*14	*5	*12	*12	*13	*11	*15	*5	*2	*8	*2		*99
Accidents	2	2	4	2	1	2	1	1	3	4	12		34
Hit and Run	0	0	0	1	1	0	1	2	4	2	1		12
Gas Drive Offs	6	6	5	5	8	1	5	6	0	3	4		49
Thefts	5	8	5	7	11	9	5	7	11	5	13		86
Controlled Substance	4	5	0	8	1	1	4	1	1	4	1		30
Suspicious Activity	16	18	18	16	21	16	18	10	15	19	12		179
Burglaries	0	1	0	0	2	1	0	1	2	1	1		9
Medicals/Welfare	18	18	12	23	11	19	12	21	16	4	15		169
Assaults/Domestics	2	3	5	13	7	6	11	1	7	4	8		67
Harassment	4	2	3	1	1	3	4	3	4	1	6		32
CDP/Vandalism	2	1	0	3	2	1	2	1	1	0	4		17
Animal Complaints	2	2	7	4	5	7	5	5	6	9	3		55
City Ordinance	4	1	4	10	19	14	10	6	10	6	9		93
Parking Tickets	15	28	15	0	5	3	0	5	1	3	43		118
Disturbing the Peace	2	4	5	5	8	8	1	3	3	2	1		42
Gun Permits	0	8	6	2	5	1	3	6	4	7	1		43
Warrant Arrests	1	0	0	1	1	0	1	0	0	1	0		5
Civil	5	1	7	5	8	3	4	3	3	1	6		46
Lockout	2	6	4	5	2	8	2	4	5	1	3		42
Assist other Agencies	7	12	13	15	17	9	18	11	11	9	18		140
Special Events	18	13	14	21	20	16	12	13	16	19	10		172
Misc.	43	53	47	36	47	67	40	45	48	59	31		516
TZD Hours	12 Hours	12 Hours	6 Hours	12 Hours	12 Hours	14.25 Hours	33.5 Hours	0 Hours	0 Hours	0 Hours	0 Hours		68.25 Hours
Total:	237	255	233	266	289	271	259	195	200	201	228	0	2634

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