



**City Council – Meeting Agenda
November 13, 2018 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
 - Approve minutes of October 2, 2018.
 - Approve minutes of October 30, 2019.
 - Approve 2019-2021 Fire Contract language with Townships/Cities.
 - Approve land purchase agreement with Foley Lumber LLC.
 - Approve personnel recommendation for non-union employee contract.
 - Adopt Resolution #2018-28 Accepting Donation.
 - Accept resignation of councilmember Kris du'Monceaux.
 - Approve payment of bills.
5. 2018 Elections – Canvass Election Results
 - Adopt Resolution #2018 -29 Canvassing 2018 Election Results
6. Public Hearing – 2018 Improvements Final Assessment Hearing
 - Adopt Resolution #2018-27 Resolution Determining I&I Compliance for Sewer Service Laterals
 - Adopt Resolution #2018 - 32 A Resolution Adopting Assessments.
7. Public Hearing – South Side Estates – Preliminary and Final Plat Review
 - Approve Preliminary Plat
 - Adopt Resolution #2018-26 Approving Final Plat
 - Approve Development Agreement for South Side Estates.
8. Public Hearing – Assessment of Weed/Snow Charges & I&I Penalties
 - Adopt Resolution #2018-30 Adopting Weed & Snow Assessment Roll
 - Adopt Resolution #2018-31 Adopting I&I Assessment Roll
9. K&K Auto – Foley Locker – Final Plat Approval
 - Adopt Resolution #2018-25 Approving Final Plat.
10. Mayor's Comments & Open Forum.



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11. Department Reports:

- Police Department –Katie McMillin
- City Engineer – Jon Halter
- Public Works – Mark Pappenfus
 - Discussion on hot box trailer purchase.
- Administration – Sarah Brunn
 - Discussion on approving School Resource Officer in 2019.
 - Discussion on 2019 Budget.

12. Old Business

13. New Business

- Service Award Presentation to Mike Kasner.
- Discussion on vacant/temporary councilmember positions (du'Monceaux & Kasner)

14. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – October 2, 2018

The Foley City Council held a regular meeting on October 2, 2018, at 5:30 p.m. at the Foley City Hall.

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

Members Absent: None.

The pledge of allegiance was recited.

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

Consent Agenda

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

- Approve minutes of September 4, 2018.
- Accept resignation of Ashley Holtz from police department.
- Approve part-time police officer eligibility list.
- Approving hiring of two part-time police officers from eligibility list.
- Approve sale/disposal of Chevy Impala (police squad).
- Approve payment of bills paid for by checks #50782-#50841.

Motion carried, unanimous.

Public Hearing – Poplar Place – Conditional Use Permit – Planned Unit Development

Mayor Bettendorf recessed the regular city council meeting at 5:32 p.m. to conduct the public hearing on the conditional use permit application of Sherburne Land Company LLC to construct townhomes at Poplar Place. No one spoke for or against the application. Mayor Bettendorf reconvened the regular city council meeting at 5:33 p.m. Motion by du'Monceaux, seconded Gondeck, by to adopt Resolution #2018-24 Approving Conditional Use Permit/PUD for Poplar Place. Motion carried, unanimous. The council then addressed the Planned Unit Development Agreement. Motion by Swanson, seconded by Kasner, to approve the PUD agreement as presented. Motion carried, unanimous.

Advanced Disposal – Update on recycling program – Bob Pfiser

Bob Pfiser from Advanced Disposal was at the meeting to give an overview regarding some changes to the recycling program driven by changes from China and ability to re-use recycling. Pfiser indicated recycling first came about based on an economic incentive to get people to recycle. Changes in the economy and the ability to use recycling is causing change as costs of processing and the ability to sell it is not making it economically feasible anymore. China is no longer accepting most of the world's recycling due to contamination. Pfiser presented some options to consider in the future to help with the recycling problems. One option included providing some additional education to the residents to help clean up the city's recycling and reduce contamination. du'Monceaux asked about if Advanced Disposal documents who is putting non-recyclable material in the carts. There was discussion on contamination and what can be done at the local level. There was discussion on different options or incentives.

2018 Dewey/2nd/3rd/Gopher/Broadway Improvements – Set Final Public Hearing

City Engineer Jon Halter updated the council on the 2018 Improvements and indicated a final public hearing is requested to be set for November 13, 2018. Motion by du'Monceaux seconded by Gondeck to adopt Resolution #2018-23 Setting Final Public Hearing for Assessments. Motion carried, unanimous.

Foley Fire Department – Discussion on Township Contract and Fire Charges

Fire Chief Mark Pappenfus was at the meeting to review the need to renew the fire contracts for the year beginning 2019. Pappenfus presented an option for a slight increase for each year of a three year contract. These increases would only apply to the annual fire contract charged to each township or city. Pappenfus also indicated some changes to the hourly rates as well. There was also discussion on increasing the medical call charges and also requiring the townships to take responsibility for the calls once the victim has been billed one time. There was also discussion on setting some different parameters for the kinds of medical calls the rescue squad responds to. Staff indicated a meeting has been scheduled for October 30th for 7:00 p.m. at the Fire Hall. Motion by Swanson, seconded by du'Monceaux, to set the October 30th special city council meeting to discuss the fire contracts. Motion carried, unanimous.

Mayor's Comments & Open Forum

Mayor Bettendorf announced the bloodmobile being held on Tuesday, October 23, 2018 at First Presbyterian Church. Bettendorf also announced the fire department open house for October 6th at the Fire Hall.

Department Reports

Police Chief Katie McMillin reviewed the monthly law enforcement. McMillin also indicated the backgrounds will be completed on the new part-time hires in the coming weeks. McMillin also indicated homecoming activities will be occurring this week.

Halter indicated the radar feedback signs have been ordered and are anticipated in November.

Public Works Mark Pappenfus indicated fall jetting and flushing is in progress. DOT inspections also occurred with no major repairs required on the city vehicles.

Old Business

Kris du'Monceaux was presented a plaque for her service to the city council.

Mayor Bettendorf closed the regular city council meeting to the public in order to discuss real estate negotiations on PID 130004183 per Minn. Stat. 13D.05 Subd.3(c).

Mayor Bettendorf reconvened the open meeting.

New Business

Motion by Gondeck, seconded by Swanson, to adjourn at 6:37 p.m. Motion carried, unanimous.

Sarah A. Brunn, Administrator

CITY OF FOLEY, MINNESOTA
CITY COUNCIL SPECIAL MEETING – October 30, 2018

The Foley City Council held a special meeting on October 30, 2018, at 7:00 p.m. at the Foley Fire Hall.

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

Members Absent: None.

Others Present: City Administrator Sarah Brunn, Fire Chief Mark Pappenfus and Fire Officers Larry Nadeau, Rick Herbrand, Chris Harren and Todd Foreman. Representatives of Alberta, Mayhew Lake and St. George Townships.

The pledge of allegiance was recited.

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

Discussion on 2019-2021 Fire Contracts

Fire Chief Mark Pappenfus gave an overview of the contract, contract formulas and planned expenditures of the fire department. Pappenfus also reviewed the equipment that has been purchased and donated by the fire relief. Pappenfus also provided detail on the status of current equipment and future needs. Pappenfus indicated the department does intend to again write grants in the future for some equipment. Assistant Chief Larry Nadeau gave an overview of the training requirements of firefighters. There was discussion on how capital purchases are made. There was also an review of medical calls and how the new contract would require the townships be billed if the individual does not pay. There was also discussion on cancelled calls and mutual aid.

Chief Pappenfus indicated the city council will address the contract language at an upcoming meeting. Any township or city having further questions should contact Chief Pappenfus, City Hall, or a member of the city council. If there are no other concerns, township officials are asked to return a signed contract to city hall.

Motion by Swanson, seconded by Gondeck, to adjourn at 7:50 p.m. Motion carried, unanimous.

Sarah A. Brunn, Administrator

FIRE PROTECTION CONTRACT

BY THIS CONTRACT, the City of Foley, Minnesota, and the **Township or City**, County of **Benton**, Minnesota, hereinafter respectively to as the City and the Town, agree with each other as indicated by the following articles:

Article I. This agreement covers the following geographic area:

Township/City Area

Article II. The City agrees to furnish fire service and fire protection, to all property within the Town area covered by this contract, for the compensation and on the conditions hereinafter set forth, and the City further agrees that a reasonable effort will be made by its fire department to attend all fires within the Town area covered by this contract, whenever it is notified of such fire, subject to the following conditions:

- A. Two or more fire calls received from the Town officers or from property owners, within the area covered by fire protection contracts or mutual aid contracts, shall be answered in the order of their receipt unless the fire chief or other officer in charge of the fire department at the time otherwise directs.
- B. Road and weather conditions must be such that the fire run can be made with reasonable safety to the firefighters and equipment of the City. The decision of the fire chief or other officer in charge of the fire department at the time that the fire run cannot be made with reasonable safety to firefighters and equipment shall be final.
- C. The City shall not be liable to the Town for loss or damage of any kind whatever resulting from any failure to furnish, or any delay to furnishing, firemen or fire equipment, or from failure to prevent, control or extinguish any fire, whether such loss or damage is caused by the negligence of the officer, agents, or other employees of the City or its fire department, or otherwise. The Town hereby agrees that in the event claim is brought by any individual property owner against the City of Foley or the Foley Fire Department, for any damage actually or alleged to have suffered by the said property owner, whether or not there is any basis in the law or fact for such claim, to reimburse said City or fire department, be it in the form of costs and disbursements, judgments, settlement costs or attorneys' fees.
- D. In responding to fire calls within the Town area covered by this contract the fire chief or other officer in charge of the fire department at the time shall dispatch only such personnel and equipment as in their opinion can be safely spared from the City. In case an emergency arises within the City, while equipment and personnel of the fire department are engaged in fighting a fire within the Town area covered by this contract, the fire chief or other officer in charge of the fire department may, in their discretion, recall to the City such equipment and personnel as they may, in their opinion, consider necessary to meet the emergency.

Article III. The City Further agrees:

- A. To keep and maintain in good order the necessary apparatus and equipment for medical service, fire service, and fire protection within the Town area covered by this contract;
- B. To furnish not less than six (6) firefighters on each fire run;
- C. To furnish not less than three (3) firefighters on each medical/first response run;
- D. To make no claim against the Town for damage to the property of the City or for personal injuries to its firefighters while enroute to, serving at, or returning from fires within the Town area covered by this contract.

Article IV. The Town agrees:

- A. To pay to the City annually the sum equal to .0215% of its 2018 estimated market value for the 2019 contract, .0220% of its 2019 estimated market value for the 2020 contract, and .0225% of its 2020 estimated market value for the 2021 contract. Each annual payment shall be made on or before June 30th of each year during the term of this contract. The amounts paid under this provision shall be used by the City to maintain, replace, and buy additional fire equipment.
- B. The Town further agrees to pay to the City for each fire call or run to the Town area covered by this contract the sum of Three Hundred (\$300.00) Dollars for the first hour or fraction thereof, and in addition the sum of Two Hundred Fifty (\$250.00) Dollars for each additional hour or fraction thereof. Fire calls that are cancelled three (3) or more minutes after the trucks have left the station are billable.
- C. The Town further agrees to pay to the City for each medical/first response call or run to the Town area covered by this contract the sum of One Hundred (\$150.00). Medical/first response calls that are cancelled three (3) or more minutes after the trucks have left the station are billable.
- D. If any additional outside resources (such as trackhoe, backhoe, etc.) are requested by the officer in charge and deemed necessary to extinguish the fire in a safe and timely manner, payment of these resources shall be the responsibility of the property owner. If the charges are left unpaid for 60 days, the township will assume responsibility of the unpaid bill(s) and may seek reimbursement through property tax certification.
- E. Invoicing for fire calls will be sent directly to the Town for payment. Invoices for medical/first responder calls will be sent once to the homeowner/victim before being turned over to the Town for payment. All cancelled calls will be sent directly to the Town.
- F. The Town agrees to make a Town fire protection levy or otherwise to provide for funds each year in an amount sufficient to pay to the City the compensation above agreed upon.

Article V. The City hereby agrees to accept the sums above enumerated in full payment for the use of its personnel, equipment, cost of new equipment, compensation of firefighters, and premiums on insurance, if any, purchased by the City to indemnify itself for the loss of or damage to any fire fighting equipment while furnishing fire protection within the Town area covered by this contract.

This contract shall be in effect from and after the 1st day of January, 2019, for a term of three years from that date. Contracts can only be terminated at the end of the year on December 31st providing either of the parties submit a

written intent to terminate notice by November 1st prior to the end of that year.

Approved by the City Council this_____ day of _____, 20_____.

The City of Foley, Minnesota

By _____
Mayor

Attest:

City Administrator

Approved by the Town Board this_____ day of _____, 20_____.

The Township or City of Benton County, Minnesota

By _____
Chairman of the Town Board

Attest:

Clerk

*City contract rate is .01% higher than township rate.

VACANT LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on _____, 2018, by and between the **City of Foley, Minnesota**, a public body corporate and politic under the laws of Minnesota ("SELLER"), and **Foley Fuel & Lumber, LLC**, a Minnesota limited liability company ("BUYER").

2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell approximately one acre of real property (the "Property") located in Benton County, Minnesota, described as:

See attached **Exhibit 1**.

3. **PRICE AND TERMS.** The price for the Property included in this sale is \$7,500.00, which Buyer shall pay in cash or by certified check on or before December 31, 2018, the DATE OF CLOSING as follows:

- (A) Non-refundable earnest money in the amount of \$1,000 upon signing this Purchase Agreement; and
- (B) The balance of \$6,500 to be paid at closing.

4. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Quit Claim Deed (the "Deed") conveying marketable title in substantially the same form as attached in **Exhibit 2**, subject to:

- (A) Building and zoning laws, ordinances, state and federal regulations;
- (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- (C) Reservation of any mineral rights by the State of Minnesota;
- (D) Utility and drainage easements which do not interfere with existing improvements; and
- (E) The following exceptions to title which constitute encumbrances or restrictions which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement: _____.

5. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual DATE OF CLOSING. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter.

BUYER SHALL pay all other special assessments levied or pending after the DATE OF CLOSING.

SELLER SHALL PAY ON DATE OF CLOSING any deferred or delinquent real estate taxes or special assessments.

6. CONDITION OF PROPERTY. Buyer shall have the right to have inspections of the Property conducted prior to closing. Seller does not plan to have the property inspected. Other than the representations made in this paragraph, the Property is being sold "AS IS" with no express or implied representations or warranties by Seller as to fitness for any particular purpose.

7. TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

8. POSSESSION. Seller shall deliver possession of the Property not later than the DATE OF CLOSING.

9. STATE DEED TAX AND CLOSING COSTS. Buyer shall pay: (1) all state deed tax; (2) any closing fee; (3) premium for title insurance or cost of an attorney's opinion obtained by Buyer; (4) inspection costs; and (5) all recording costs.

10. SUBDIVISION. The Property is part of a larger parcel retained by Seller. Buyer shall be solely responsible for the platting or otherwise subdividing the Property from the larger parcel. Seller agrees to cooperate with Buyer on the subdivision process in accordance with the Foley subdivision ordinance.

11. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address below. If mailed, the notice will be effective as of the date of mailing.

If to Seller:	City of Foley Attn: City Administrator 251 Fourth Avenue P.O. Box 709 Foley, MN 56329	If to Buyer:	Foley Fuel & Lumber, LLC 240 Main Street P.O. Box 157 Foley, MN 56329
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With Copy to: Rinke Noonan
Attn: Adam Ripple
P.O. 1497
St. Cloud, MN 56302

12. BUYER'S REPRESENTATIONS AND WARRANTIES. The Buyer is purchasing the Property to develop the Property for expansion of Buyer's existing facility and not for speculation in land holding.

13. MINNESOTA LAW. This Agreement shall be governed by the laws of the State of Minnesota.

14. WELLS/STORAGE TANKS/SEWAGE SYSTEM DISCLOSURES. To the best knowledge of Seller, no above ground or underground tanks, are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled. To the best knowledge of Seller, there are no known wells within the meaning of Minn. Stat. §103I.005 on the Property. To the best knowledge of Seller, there are no individual sewage systems on or serving the Property. Seller has disclosed to Buyer all environmental reports and studies with respect to the Property which are in Seller’s possession. Seller is not aware of any methamphetamine production that has occurred on the Property.

15. CANCELLATION BY EITHER PARTY FOR CONTAMINATION. Buyer or Seller, at their discretion, may cancel this sale and Purchase Agreement and Seller shall return the sum(s) paid as consideration, in the event Buyer, prior to the closing hereunder, obtains at Buyer’s expense soil or groundwater analyses, or other tests showing that the soil or groundwater at the Property is contaminated by hydrocarbons or other regulated or hazardous substances.

16. RIGHT TO ENTER PROPERTY; INDEMNIFICATION; REPORTS. Buyer, upon advance written notice to Seller, shall have access to the Property for purposes of performing surveys, soil and groundwater sampling or analyses, or engineering borings and other testing; provided, however, that Buyer shall indemnify and hold harmless Seller from and against all losses, damages, demands, claims, suits and other liabilities, including reasonable attorney fees and other expenses of litigation, because of personal or bodily injury or property damage resulting from Buyer’s presence on or use of the Property for such testing. Buyer shall return the surface of the Property to substantially the same condition as before such testing. Buyer promptly shall deliver a copy of all such test results to Seller.

17. ASSIGNMENT. Buyer will not have the right to assign its interest in this Purchase Agreement without Seller’s prior, written consent.

18. REPRESENTATION. Rinke Noonan is representing the Seller in the preparation of this Agreement and the closing hereunder. Buyer is hereby advised to seek separate legal representation.

19. SURVIVAL. All of this Agreement’s terms will survive and be enforceable after the Closing.

20. COUNTERPARTS. The parties may execute this Agreement in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile and electronic pdf copies will be sufficient for all purposes.

THE CITY OF FOLEY, MINNESOTA

By _____
Its Mayor

ATTEST

By _____
Its City Administrator

FOLEY FUEL & LUMBER, LLC

By _____
Its Chief Manager

EXHIBIT 1 to Purchase Agreement

Approximately one (1) acre of land in the Northwest portion of tax PID No. 130004183, as generally depicted in red below.

(Approximately 1 acre)

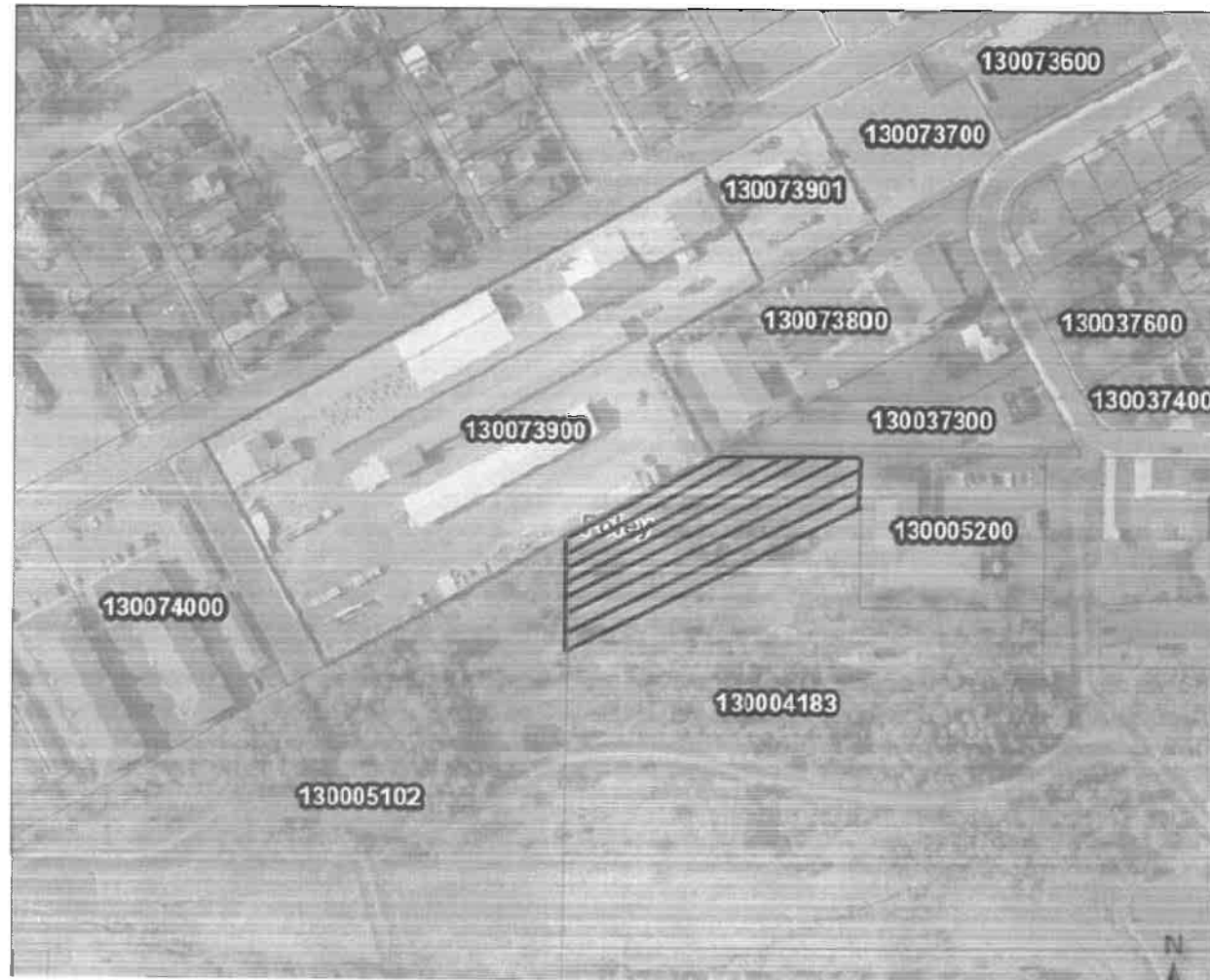


EXHIBIT 2 to Purchase Agreement

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5

DEED TAX DUE: \$24.75

DATE: _____, 2018

eCRV Number: _____

FOR VALUABLE CONSIDERATION, **City of Foley, Minnesota**, a public body corporate and politic under the laws of Minnesota (“Grantor”), hereby conveys and quitclaims to **Foley Fuel & Lumber, LLC**, a limited liability company under the laws of Minnesota (“Grantee”), real property in Benton County, Minnesota, legally described as follows:

<legal description to be determined>

together with all hereditaments and appurtenances.

Check here if all or part of the described real property is Registered (Torrens) ☐

Check applicable box:

☒ The Grantor certifies that the Grantor does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:

CITY OF FOLEY, MINNESOTA

By _____
Its _____

CITY OF FOLEY, MINNESOTA

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF BENTON)

This instrument was acknowledged before me on _____, 2018, by Gerard Bettendorf,
as Mayor of the City of Foley, Minnesota.

Notary Public

My Commission Expires: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF BENTON)

This instrument was acknowledged before me on _____, 2018, by Sarah Brunn, as
City Administrator of the City of Foley, Minnesota.

Notary Public

My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY:
Rinke Noonan (AAR/mjr)
1015 West St. Germain, Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
File No. 04313-0258

TAX STATEMENTS SHOULD BE SENT TO:
Foley Fuel & Lumber, LLC
240 Main Street
P.O. Box 157
Foley, MN 56329

Nonunion Employees (2019-2021)

**This list includes changes or additions only.*

Step Schedule COLA's

- **2019** - 2.5% – Both Nonunion Hourly & Department Heads
- **2020** - 2.0% - Hourly Nonunion Employees
 - 2.5% - Department Heads
- **2021** - 2.0% - Hourly Nonunion Employees
 - 2.5% - Department Heads

City Insurance

- Migrate to HealthPartners H.S.A. plan.
- Add up to \$50/month H.S.A. employer contribution match for each employee on city health insurance.

Longevity Pay

Amend/Add the following tiers:

- After 20-24 years of service .35 per hour
- After 25-29 years of service .45 per hour
- After 30+ years of service .60 per hour

*longevity will be added to base pay on January 1st after completion of each year of service as identified above.

Cell Phone Stipend

- Department Heads who do not have a city provided cell phone would be provided a \$10/pay period cell phone stipend. Department heads who already have a city issued phone are not eligible for this benefit. Hourly employees are not eligible for this benefit.

Volunteer Hours

- City will provide up to 4 hours of paid leave for volunteer activities within the community. These activities must be directly benefiting the community of Foley and approved by administration prior. These hours would not roll over year-to-year and would be a “use it or lose it” benefit.

City Apparel

- An annual budget of \$500 will be provided for nonunion, non-department head employees for City of Foley apparel to use while at trainings, when using City volunteer hours or other time they are representing the City of Foley when their uniform/dress code isn't necessary.
- Department heads will be provided with 2 city apparel items with logos for 2019. They will also be allowed to order 1 additional item with city logo in each of 2020 and 2021.

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 - 28

A RESOLUTION ACCEPTING DONATION

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

WHEREAS, the Compeer Financial has offered to donate \$3,000.00 for the purchase of a fire department vehicle and stabilization kit, and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Benton County, Minnesota, that this donation is hereby accepted for use by the City of Foley.

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

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 13th day of November 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Sarah Brunn

From: kris dumonceaux <krisdumx@msn.com>
Sent: Friday, October 26, 2018 12:18 PM
To: Sarah Brunn
Subject: new end date

Hi Sarah, I am officially ending my city council job as of 10-31-2018.
Please write me up an end day statement that I can give to the county
for their records. Please do hard copy that I will pick up as my computer is packed.

Thank you,
Kris du'Monceaux

Bills List - November 13, 2018

Gross Salaries	Payroll - 10/12/18	\$	22,409.08
EFTPS	Federal Withholding	\$	4,412.45
MN Dept of Revenue	State Withholding	\$	968.46
State Treas. PERA	PERA	\$	3,890.37
Nationwide	Deferred Comp	\$	695.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
SelectAccount	HSA Contribution	\$	480.00

Gross Salaries	Payroll - 10/26/18	\$	24,195.04
EFTPS	Federal Withholding	\$	4,437.25
MN Dept of Revenue	State Withholding	\$	972.84
State Treas. PERA	PERA	\$	4,392.09
Nationwide	Deferred Comp	\$	695.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
SelectAccount	HSA Contribution	\$	555.00

Gross Salaries	Payroll - 11/9/18	\$	22,277.08
EFTPS	Federal Withholding	\$	4,290.21
MN Dept of Revenue	State Withholding	\$	936.88
State Treas. PERA	PERA	\$	3,864.49
Nationwide	Deferred Comp	\$	695.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
SelectAccount	HSA Contribution	\$	825.00

Already Paid - 11/13/18

Advanced Disposal	Garbage Service	\$	283.09
Benton County Highway Department	PD Fuel	\$	799.97
Cloudnet	Server Fee	\$	15.00
Delta Dental	Employee Dental Insurance - Nov 18	\$	877.15
East Central Energy	Utilities	\$	983.93
Fairview Health Services	FD Physicals	\$	325.00
First National Bank of Omaha	Credit Card Purchases	\$	1,600.90
Further	Employee HSA Administrative Fee - October '18	\$	17.70
League of MN Cities Insurance Trust	Vehicle Insurance & WC Audit Credit	\$	51,421.00
Marco	Copier Lease	\$	360.47
Midco	Telephone Services	\$	696.55
MN Dept of Labor	Building Permit Surcharge	\$	529.45
MN Dept of Revenue	Sept 18 Sales & Use Tax Return	\$	1,392.00
Postmaster	Water Bill Bulk Mailing	\$	630.00
Resource Training & Solutions	Employee Health Ins - November 18	\$	8,630.00
RevTrak	Credit Card Processing - September 2018	\$	614.49
Shift Technologies	AntiSpam Filtering	\$	27.30
Star Publications	Publications	\$	482.00
Stearns DHIA Central Lab	Water and Sewer Testing	\$	1,041.00
Sun Life Financial	Employee LTD	\$	347.48
USABLE Life	Employee Life Insurance	\$	173.00
Verizon Wireless	Cell Phones	\$	297.61
Xcel Energy	Utilities	\$	5,229.34

To Be Paid - 11/13/18

AllSpec Services	Building Inspection Services	\$	356.25
Arnold's of St. Cloud	New Holland Repair	\$	538.70
Astech Asphalt Surface	2018 Overlay & Sealcoating	\$	19,500.00
Auto Value	Street & Water Repairs	\$	42.09
Banyon Data Systems	Software Support	\$	1,590.00
Batteries Plus	Fire Department Batteries	\$	47.40
Bemboom's Fence	Park Repairs	\$	48.28
Benton County Highway Department	PD & FD Fuel	\$	872.37
Benton County Recorder	Easement, PUD, & Resolution Recordings	\$	184.00
Billings Service	PD Vehicle Maint	\$	617.52
Boyer Trucks	Street Supplies	\$	148.74

Braun Intertec	Construction Materials Testing-Dewey & Gopher	\$	9,194.75
Central McGowan	FD & PD Medical Equipment	\$	3,568.24
Cintas	Uniforms & Mats	\$	533.70
Cloudnet	Server Fee	\$	10.00
Coborn's	Office Supplies, FD Open House Supplies	\$	195.45
Crescent Electric	Water Maint	\$	290.71
Diamond Vogel Paint	Street Repair	\$	18.80
Emergency Medical Products	FD Medical Supplies	\$	206.20
Emergency Response Solutions	Uniforms & Uniform Repair	\$	4,706.01
Evelyn Kirby	Election Judge	\$	157.50
Fairview Health Services	FD Employment Physicals	\$	365.00
Flaherty & Hood	WWTF-Antidegradation Plan	\$	542.50
Foley Area Chamber of Commerce	2019 Business Expo Registration	\$	110.00
Foley Floral	FD Supplies	\$	37.41
Foley Fuel & Lumber	Street & Water Repairs	\$	226.50
Foley Hardware	Water, Street, FD Repairs & Supplies	\$	1,089.60
Frieghtliner	Snow Equipment Repair	\$	66.70
Further	Employee HSA Administrative Fee - November '18	\$	17.70
Gilman Co-Op Creamery	Street Fuel	\$	4.97
Gopher State One Call	Email Tickets	\$	51.30
Granite Electronics	FD Pager Repair	\$	1,042.40
Hall & Associates	WWTF-Antidegradation Plan	\$	398.59
Handyman's	Street Supplies	\$	9.99
Hawkins, Inc.	Water Chemicals	\$	2,893.60
Highway 23 Coalition	2019 Membership Dues	\$	1,500.00
Ickler	Snow Equipment Repair	\$	283.50
Jan Nathe	Election Judge	\$	162.75
Karen Kampa	Election Judge	\$	231.00
Keepsrs	PD Uniforms	\$	21.78
Keuchle Underground	Fire Hydrant Repair & Dewey Project App #4	\$	320,256.01
Knife River	Street Repair	\$	232.56
Kreisiers LLC	Street Supplies	\$	84.43
KRIS Engineering	Snow Equipment Repair	\$	2,348.41
League of MN Cities	Office Supplies/Software	\$	77.00
Locators & Supplies	Sewer & Street Repairs	\$	864.30
Lou DeMarais	Election Judge	\$	194.25
MaryAnn Grow	Election Judge	\$	162.75
Midco	Telephone	\$	626.20
Minuteman Press	Letterhead	\$	109.00
MN Dept of Revenue	Oct 18 Sales & Use Tax Return	\$	2,031.00
Murphy Chevrolet	PD Squad Car	\$	33,683.29
Neil Meierhofer	FD Grant Writing Services	\$	600.00
New Frontier Services	IT Services	\$	75.00
Postmaster	2018 Presort Fee	\$	225.00
Quality Flow Systems, Inc	Lift Station Service Check	\$	150.00
Resource Training & Solutions/BCBS	Employee Health Insurance	\$	8,630.00
RevTrak	Credit Card Processing - October 2018	\$	728.86
Rinke Noonan	Zoning, Union, Solar, Gopher, Poplar, General Law	\$	1,594.50
Royal Tire	Snow Equipment Repair	\$	444.10
SHE, Inc.	I&I, WWTF-Antideg, Dewey, General Engineering	\$	44,616.50
Sherburne Land Co, LLC	Poplar Escrow Balance	\$	4,420.46
Shift Technologies	October 2018 Antispam	\$	27.30
Staples	Office Supplies	\$	92.34
Star Publications	October Publications	\$	386.00
Stearns DHIA Lab	Water & Sewer Testing	\$	825.00
Steve Bartell	Election Judge	\$	173.25
Streichers	PD Uniforms	\$	720.90
Summit Companies	Fire Extinguisher Maint	\$	41.20
Tri-County Humane Society	Surrender Animals	\$	75.00
Voss Lighting	Light Bulbs	\$	411.09
Wex Bank	Fuel	\$	1,671.29
		\$	656,464.66

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018-29

A RESOLUTION CANVASSING THE RETURNS OF THE 2018 ELECTIONS
AND DECLARING THE RESULTS

WHEREAS, The City of Foley holds its local election every two years to select a Mayor with a two-year term and two Council Members with four-year terms; and

WHEREAS, The City of Foley held a special election for councilmember to fill the vacancy in the term expiring January 4, 2021; and

WHEREAS, Elections were held the 6th day of November 2018 and the following counts were recorded:

Mayoral Election

<u>Candidates</u>	<u>Votes</u>
Gerard L. Bettendorf	714
Write-In	14

Council Members Election

<u>Candidates</u>	<u>Votes</u>
Rosalie N. Musachio	359
Gary Swanson	572
Jack Brosh	308
Write-In	8

Special Election for Council Member in term ending January 4, 2021

Write-In	76
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NOW THEREFORE BE IT RESOLVED by the Foley City Council that the Mayoral's seat shall be filled by **Gerard L. Bettendorf** said term to expire January 4, 2021, and the two Council Members' seats shall be filled by **Gary Swanson** and **Rosalie Musachio**, said terms to expire in January 2023. The special election for a councilmember to fill the vacancy in the term expiring January 4, 2021 shall be filled by **Jack Brosh**.

PASSED AND ADOPTED by the City Council of the City of Foley this 13th day of November, 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator



Building a Better World
for All of Us®

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
c/o Sarah Brunn, Administrator

FROM: Jon Halter, PE
City Engineer

DATE: November 13, 2018

RE: 2018 Dewey Street Improvements
Foley, Minnesota
SEH No. FOLEY 138502 14.00

Per the I/I ordinance; non-compliant service laterals need to be repaired if/ when there is a street and utility construction project adjacent to their property. As a part of the 2018 Dewey Street Improvements project, 24 properties needed to replace non-compliant portions of their sewer laterals from the r/w to their homes. All but one of the properties had the contractor for the project complete the work with the cost being added to their proposed assessments.

There were seven properties on the Dewey Street project that the entire length of the service lateral was not able to be replaced due to various constraints that are described below. For these seven properties, staff has reviewed and recommends an exception be made for these properties and they are considered compliant with the ordinance as it relates to their service lateral work. For all of these properties, staff believes the intent of the ordinance has been met and the chance of I/I thru the lateral pipes has been significantly reduced.

111 3rd Ave. - Torell

The service lateral was not able to be replaced all the way to the house due a conflict with the front steps and a roof support. Staff recommends accepting this service lateral as compliant with the I/I ordinance because they have met the intent and have significantly reduced the amount of I/I that can enter the service lateral.

120 3rd Avenue – Scott Swanson

The sewer lateral replacement on this property needed to stop about 5' short of the house to avoid disturbing a new deck that was in the way. Staff recommends accepting this service lateral as compliant with the I/I ordinance because they have met the intent and have significantly reduced the amount of I/I that can enter the service lateral.

121 3rd Ave. – Barton

The service lateral was not able to be replaced all the way up to the house without damaging the foundation walls of the basement and the neighbor's basement. Staff recommends accepting this service lateral as compliant with the I/I ordinance because they have met the intent and have significantly reduced the amount of I/I that can enter the service lateral.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, P.O. Box 1717, St. Cloud, MN 56302-1717
SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 800.572.0617 | 888.908.8166 fax

131 3rd Ave. – Walcheski

The service lateral was not able to be replaced all the way up to the house without damaging the foundation walls of the basement and the neighbor's basement. Staff recommends accepting this service lateral as compliant with the I/I ordinance because they have met the intent and have significantly reduced the amount of I/I that can enter the service lateral.

151 3rd Avenue – Railside LLC

The service lateral was not able to be replaced the entire length without risking damage to the neighbors fence. Staff recommends accepting this service lateral as compliant with the I/I ordinance because they have met the intent and have significantly reduced the amount of I/I that can enter the service lateral.

160 Dewey St. –Markfort

The service lateral was not able to be replaced all the way to the house due to a very weak porch foundation. Staff recommends accepting this service lateral as compliant with the I/I ordinance because they have met the intent and have significantly reduced the amount of I/I that can enter the service lateral.

201 Dewey Street – Judy Weis

Due to the service lateral being under the garage, none of the planned 22' of service lateral was able to be replaced. Staff recommends accepting this service lateral as compliant with the I/I ordinance because they have met the intent of the ordinance.

If you have any questions on these properties, feel free to contact myself at 320.229.4344 (jhalter@sehinc.com) or Mark Pappenfus.

jmh/mrb

c: Mark Pappenfus, City of Foley (w/enclosures)
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CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 – 27

A RESOLUTION DETERMINING I&I COMPLIANCE FOR SEWER SERVICE LATERALS
ON 2018 DEWEY STREET PROJECT

WHEREAS, the City of Foley has undertaken an extensive process to identify and correct inflow and infiltration (“I&I”) problems that allow stormwater into the City’s wastewater treatment system;

WHEREAS, the I&I process has identified numerous private sewer service laterals throughout the City that require replacement to correct I&I concerns;

WHEREAS, to minimize impacts and disruption to City streets and excessive costs for property owners resulting from private sewer service lateral replacement, City of Foley ordinance section 310:16, Subd. 2 allows correction of private sewer service laterals to be stayed until a public street project is undertaken in the area of the defective private sewer service lateral;

WHEREAS, the City of Foley undertook a project to reconstruct a portion of Dewey Street, 2nd Avenue and 3rd Avenue in 2018;

WHEREAS, the City of Foley identified 25 properties with defective private sewer service laterals that would be impacted by the 2018 Street Improvements and notified owners of their compliance obligations under Foley ordinance section 310:16, Subd. 2.;

WHEREAS, seventeen (17) affected property owners fully replaced their private sewer service laterals and brought their properties into full compliance;

WHEREAS, seven (7) affected property owners have all made good-faith efforts to bring their properties into compliance, but have encountered substantial difficulties that have prevented full replacement on their private sewer service laterals; and

WHEREAS, the City adopts this resolution to confirm compliance of 24 property owners that received I&I compliance notices for the 2018 Dewey Street project.

WHEREAS, one (1) property located at 210 2nd Avenue experienced extraordinary circumstances when making repairs so the City has granted the property owner until June 30, 2019 to complete their service lateral repairs and achieve I&I compliance.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF FOLEY,
MINNESOTA, THAT:**

1. The properties, identified by the listing below, all fully replaced their private sewer service laterals and are deemed to be in compliance with City of Foley ordinance section 310:16, Subd. 2.
 - a. 165 Dewey Street
 - b. 170 Dewey Street
 - c. 190 Dewey Street
 - d. 191 Main Street
 - e. 110 2nd Avenue
 - f. 111 2nd Avenue
 - g. 121 2nd Avenue
 - h. 131 2nd Avenue
 - i. 140 2nd Avenue
 - j. 151 2nd Avenue
 - k. 220 2nd Avenue
 - l. 230 2nd Avenue
 - m. 101 3rd Avenue
 - n. 140 3rd Avenue
 - o. 161 3rd Avenue
 - p. 201 3rd Avenue
 - q. 211 3rd Avenue

2. The owners of the following seven (7) properties have made good faith efforts to replace as much of their private service laterals as possible, but encountered issues that prevent full replacement without risking substantial damage to existing structures and are deemed to be in compliance with City of Foley ordinance section 310:16, Subd. 2:

A. 111 3rd Avenue – The private sewer service lateral was not able to be replaced all the way to the house due a conflict with the front steps and a roof support. The private sewer service lateral has been made compliant as reasonably possible. In the event that the remaining portion of old private sewer service lateral is ever exposed through other work, it must be replaced.

B. 120 3rd Avenue – The private sewer service lateral replacement on this property needed to stop about five (5) feet short of the house to avoid disturbing a new deck that was in the way. The private sewer service lateral has been made compliant as reasonably possible. In the event that the remaining portion of old private sewer service lateral is ever exposed through other work, it must be replaced.

C. 121 3rd Avenue – The service lateral was not able to be replaced all the way up to the house without damaging the foundation walls of the basement and the neighbor's basement. The private sewer service lateral has been made compliant as reasonably possible. In the event that the remaining portion of old private sewer service lateral is ever exposed through other work, it must be replaced.

D. 131 3rd Avenue – The service lateral was not able to be replaced all the way up to the house without damaging the foundation walls of the basement and the neighbor's basement. The private sewer service lateral has been made compliant as reasonably possible. In the event that the

remaining portion of old private sewer service lateral is ever exposed through other work, it must be replaced.

E. 151 3rd Avenue – The service lateral was not able to be replaced the entire length without risking damage to the neighbor’s fence. The private sewer service lateral has been made compliant as reasonably possible. In the event that the remaining portion of old private sewer service lateral is ever exposed through other work, it must be replaced.

F. 160 Dewey Street – The service lateral was not able to be replaced all the way to the house due to a very weak porch foundation. The private sewer service lateral has been made compliant as reasonably possible. In the event that the remaining portion of old private sewer service lateral is ever exposed through other work, it must be replaced.

G. 201 Dewey Street – Due to the service lateral being under the garage, none of the planned 22 feet of service lateral was able to be replaced and requiring removal of the garage is unreasonable. In the event that the garage is ever removed or the old private sewer service lateral is ever exposed through other work, the private sewer service lateral must be replaced.

3. The property located at 210 2nd Avenue will be granted an extension and have until June 30, 2019 to complete service lateral repairs and achieve I&I compliance. No further extensions will be allowed.

RESOLVED this 13th day of November, 2018.

THE CITY OF FOLEY, MINNESOTA

By _____
Gerard L. Bettendorf, Its Mayor

ATTEST:

Sarah A. Brunn, Its City Administrator



Building a Better World
for All of Us®

TRANSMITTAL

To: Ms. Sarah Brunn
City Administrator
City of Foley
251 Fourth Avenue North
PO Box 709
Foley, MN 56329-0709

Date: October 31, 2018

SEH File No.: FOLEY 138502 14.00

SAP No.: 005-627-004

RE: 2018 Dewey St, 2nd Ave, 3rd Ave, Gopher Ave, And Broadway Ave, Foley

We are:

☒ Enclosing ☐ Sending under separate cover ☐ Sending as requested

Affidavit of Mailing Assessment Hearing Notice

For your:

☒ Information/Records ☐ Review and comment ☐ Approval
☐ Action ☐ Distribution ☐ Revision and resubmittal

Remarks:

By: Melissa Blommel

c:

mrh

p:\f\foley\138502\1-gen\14-corr\2018.10.31 t city affidavit.docx

Affidavit of Mailing Assessment Hearing Notice

State of Minnesota)
)
Council of Foley)

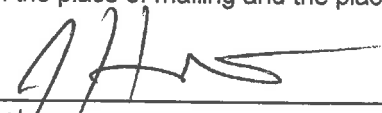
Jon Halter, being first duly sworn, deposes and says:

I am a United States citizen, over 21 years of age, and the City Engineer of the City of Foley, Minnesota.

On October 29, 2018 acting on behalf of the said City, I deposited in the United States mail at St. Cloud, Minnesota, copies of the attached notice of a hearing on proposed special assessments, enclosed in envelopes, with postage thereon fully prepaid, addressed to the following persons at the addresses appearing opposite their respective names:

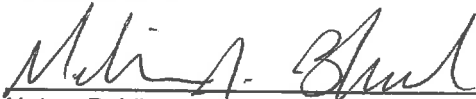
See attached

There is delivery service by United States mail between the place of mailing and the places so addressed.



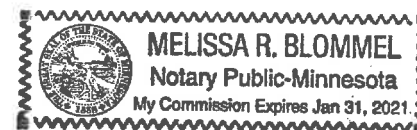
Signature

Subscribed and sworn to before me this 29th day of October, 2018.



Notary Public

p:\fj\foley\138502\2-proj-mgmt\25-cost-est\awaffidavit of mailing.doc



October 29, 2018

«OWNER_1»
«OWNER_2»
«OWNER_3»
«OWNER_4»
«OWNER_5»

Re: Dewey Street, 2nd Avenue, 3rd Avenue, Gopher Avenue, and Broadway Avenue Project Public Hearing

TO WHOM IT MAY CONCERN:

Notice is hereby given that the council will meet at 5:30 p.m., on November 13, 2018, at the Foley City Hall, 251 Fourth Avenue North, Foley, to consider, and possibly adopt, the proposed assessment for improvement of Dewey Street from Stony Brook Creek to Norman Avenue, 2nd Avenue from Main Street to John Street, 3rd Avenue from Main Street to John Street, Gopher Avenue from Grand Street to the dead end, and Broadway Avenue from Main Street to Grand Street. Adoption by the council of the proposed assessment may occur at the hearing. The following is the area proposed to be assessed:

The amount to be specially assessed against your particular lot, piece, or parcel of land is «ASSESSMENT» (shown in the attachment to this notice). Such assessment is proposed to be payable in equal annual installments extending over a period of fifteen years, the first of the installments to be payable on or before the first Monday in January 2019, and will bear interest at the rate of 4% percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2033. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with interest accrued to the date of payment. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the Benton County Auditor / Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 4% percent per year.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total amount of the proposed assessment is \$577,108.44. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor or Administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or Administrator.

CITY OF FOLEY

Sarah Brunn
City Administrator

ASSESSMENT RATES (20%)		
STREET		\$72.25 / LF
BROADWAY SIDEWALK		\$0.72 / LF
STREET LIGHTING		\$7.29 / LF
WATER MAIN		\$23.75 / LF
1" WATER SERVICE		\$736.32 / EACH
6" WATER SERVICE		\$1,223.10 / EACH
SANITARY SEWER		\$13.29 / LF
4" SANITARY SERVICE		\$499.62 / EACH
6" SANITARY SERVICE		\$515.10 / EACH
STORM SEWER		\$0.10 / SF

FINAL ASSESSMENT HEARING DATE: NOVEMBER 19, 2018

ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		BROADWAY SIDEWALK		PRIVATE SIDEWALK		STREET LIGHTING		WATER MAIN		1" WATER SERVICE		6" WATER SERVICE		SANITARY SEWER		4" SANITARY SERVICE		6" SANITARY SERVICE		PRIVATE SANITARY SERVICE		STORM SEWER		TOTAL ASSESSMENT
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	LUMP SUM	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	LUMP SUM	ASSESSMENT	SQUARE FEET	ASSESSMENT	
1	13.00196.01	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-026 Block-001 CHURCH	JEFFREY D LOEWEN & INGRID B LOEWEN PO BOX 624 MINNECOSA, MN 55304	58 (2)	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	58	\$1,377.25	1	\$736.32	0	\$0.00	58	\$770.42	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,710	\$741.64	\$4,125.24
2	13.00196.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-025 Block-001 & W1/2 OF LOT 24	HIGGINS RE PORTFOLIO LLC 198 139TH AVE NW ANDOVER, MN 55304	45	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	45	\$1,066.56	1	\$736.32	0	\$0.00	45	\$587.74	1.00	\$499.62	0.00	\$0.00	1.00	\$1,521.00	5,945	\$571.88	\$4,995.09
3	13.00195.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-023 Block-001 & E1/2 OF LOT 24	JOHN C RIEBEL & NANCY L RIEBEL 18869 75TH ST SE BECKER, MN 55306	45	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	45	\$1,066.56	1	\$736.32	0	\$0.00	45	\$597.74	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	5,941	\$571.47	\$3,473.71
4	13.00194.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-022 Block-001 & W1/2 OF LOT 21	JOHN C SR RIEBEL 18869 75TH ST SE BECKER, MN 55306	45	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	45	\$1,066.56	1	\$736.32	0	\$0.00	45	\$597.74	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	5,937	\$571.08	\$3,473.32
5	13.00193.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-020 Block-001 & E1/2 OF 21	SCOTT M MINEART 5292 62ND AVE SE ST CLOUD, MN 56304	45	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	45	\$1,066.56	1	\$736.32	0	\$0.00	45	\$597.74	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	5,933	\$570.71	\$3,472.94
6	13.00192.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-017 Block-001 S1/2 OF LOT 17 & ALL OF 18 & 19	DANA SZAFRANSKI 201 2ND AVE PO BOX 431 FOLEY, MN 56329	139 (1)	74	\$5,346.55	0.00	\$0.00	0.00	\$0.00	0	\$0.00	74	\$1,757.18	1	\$736.32	0	\$0.00	74	\$982.94	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	8,886	\$855.91	\$10,178.53
7	13.00289.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-011 Block-011 & LOT 12	JUDITH ANN WEIS 201 DEWEY ST PO BOX 627 FOLEY, MN 56329	120 (1)	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,200	\$692.58	\$8,485.28
8	13.00288.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-009 Block-011 & LOT 10	DEREK A BRENNY 201 3RD AVE PO BOX 528 FOLEY, MN 56329	120 (1)	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$1,732.00	7,200	\$692.58	\$10,217.28
9	13.00276.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-011 Block-010 & LOT 12 EXC N 40 FT & S1/2 LOTS 13 & 14	STEVEN W O'BRIEN & ALICE O'BRIEN PO BOX 548 FOLEY, MN 56329	145 (1)	85	\$6,141.30	0.00	\$0.00	0.00	\$0.00	60	\$437.48	85	\$2,016.39	0	\$0.00	1	\$1,223.10	85	\$1,129.06	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	10,200	\$981.15	\$12,445.58
10	13.00271.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-009 Block-010 W 22 FT 5 IN OF S 22 FT OF LOT 9 & W 22 FT 5 IN OF LOT 10	G T INVESTMENT PROPERTIES LLC PO BOX 217 FOLEY, MN 56329	22	0	\$0.00	0.00	\$0.00	0.00	\$0.00	22	\$180.41	22	\$522.41	0	\$0.00	1	\$1,223.10	22	\$292.23	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	1,166	\$112.16	\$2,825.40
11	13.00268.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-008 Block-010 E 70 FT 7 IN & N 8 FT OF W 48 FT 5 IN LOT 9 & N 7 IN OF W 18 FT OF E 70 FT 7 IN & N 8 FT 5 IN OF E 40 FT LOT 10	SOUTHSIDE PHARMACY LTD 251 OAK DR FOLEY, MN 56329	22	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0 (3)	\$0.00	0 (4)	\$0.00	0	\$0.00	1	\$1,223.10	0 (5)	\$0.00	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	0 (6)	\$0.00	\$1,738.19
	13.00275.00	Lot-008 Block-010 FOLEY'S 1ST ADDITION TO TOWN S 22 FT 7 IN OF LOT 9 & W 45 FT OF E 97 FT 7 IN EXC N 7 IN OF E 18 FT LOT 10	SOUTHSIDE PHARMACY LTD 251 OAK DR FOLEY, MN 56329																										
12	13.00252.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-010 Block-009 ELY 30 FT OF WLY 60 FT OF LOTS 10 & 11	MARK C TORELL PO BOX 427 FOLEY, MN 56329	30	0	\$0.00	0.00	\$0.00	0.00	\$0.00	30	\$218.74	30	\$712.57	0	\$0.00	1	\$1,223.10	30	\$368.49	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	1,800	\$173.14	\$3,240.94
13	13.00253.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-010 Block-009 ELY 32 FT OF WLY 62 FT OF LOTS 10 & 11 & E1/2 OF LOT 12 LESS N 13 FT	BRUCE D LATTERELL & ROSEANN LATTERELL C/O BENTON COUNTY ABSTRACT PO BOX 128 FOLEY, MN 56329	32	0	\$0.00	0.00	\$0.00	0.00	\$0.00	32	\$233.33	32	\$758.86	0	\$0.00	1	\$1,223.10	32	\$425.06	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	2,840	\$282.80	\$3,439.24
14	13.00250.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-010 Block-009 ELY 28 FT OF LOTS 10 & 11	RONALD B ZILLMER & CYNTHIA C ZILLMER 13275 68TH ST NE FOLEY, MN 56329	28	0	\$0.00	0.00	\$0.00	0.00	\$0.00	28	\$204.16	28	\$864.86	0	\$0.00	1	\$1,223.10	28	\$371.93	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	1,680	\$161.60	\$3,140.76
15	13.00247.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-008 Block-009 NLY 50 FT OF LOTS 6 & 7 LESS 15 FT X 34 FT TR & ALL OF LOTS 8 & 9	DOMBROVSKI MEATS CO PO BOX 308 FOLEY, MN 56329	60	0	\$0.00	0.00	\$0.00	0.00	\$0.00	60	\$437.48	60	\$1,424.74	0	\$0.00	1	\$1,223.10	60	\$796.98	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	10,910	\$1,049.45	\$5,446.85
16	13.00246.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-006 Block-008 WLY 5 FT 7 IN OF S 58 FT OF LOT 6 & SLY 90 FT OF LOT 7 & 34 FT X 15 FT TR IN NLY 50 FT OF LOTS 6 & 7 ETAL ARE: W1/4 INT TO PATRICK M DOMBROVSKI, W1/4 INT TO ERIN LOMMEL, W1/4 INT TO	D L S GROUP INC C/O DOMBROVSKI MEATS CO 425 DEWEY ST PO BOX 308 FOLEY, MN 56329	35	0	\$0.00	0.00	\$0.00	0.00	\$0.00	35	\$255.20	35	\$831.10	0	\$0.00	1	\$1,223.10	35	\$464.91	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	3,712	\$357.06	\$3,646.46
17	13.00245.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-008 Block-009 SLY 90 FT OF LOT 6 EXC WLY 5 FT 7 IN	D L S GROUP INC C/O DOMBROVSKI MEATS CO 425 DEWEY ST PO BOX 308 FOLEY, MN 56329	25	0	\$0.00	0.00	\$0.00	0.00	\$0.00	25	\$182.29	25	\$593.64	0	\$0.00	1	\$1,223.10	25	\$332.08	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	2,234	\$214.89	\$3,061.09
18	13.00230.00	Sect-28 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-007 Block-008 LOTS 8 THRU 12 & LOTS 13 & 14 LESS NLY 40 FT	FOLEY AFFORDABLE HOUSING LLC C/O GUSEE & LEE 6840 LYNDALE AVE S STE 100 RICHFIELD, MN 55423	228	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	100	\$2,374.57	0	\$0.00	2	\$2,446.19	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	28,600	\$2,770.32	\$7,591.06
19	13.00150.00 13.00143.00	Sect-28 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-015 Block-001 EXC SLY 45 FT Lot-004 Block-001 & W1/2 OF LOT 3	JULIE J MARQUETTE & FOLEY'S RE-ARRANGEMENT OF TOWN 150 DEWEY ST FOLEY, MN 56329	68 (2)	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	10,246	\$985.58	\$985.58

ASSESSMENT RATES (50%)		
STREET		\$72.25 / LF
BROADWAY SIDEWALK		\$8.72 / LF
STREET LIGHTING		\$7.25 / LF
WATER MAIN		\$24.75 / LF
1" WATER SERVICE		\$736.32 / EACH
6" WATER SERVICE		\$1,223.10 / EACH
SANITARY SEWER		\$13.28 / LF
4" SANITARY SERVICE		\$499.62 / EACH
6" SANITARY SERVICE		\$915.10 / EACH
STORM SEWER		\$0.10 / SF

FINAL ASSESSMENT HEARING DATE: NOVEMBER 13, 2018

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		BROADWAY SIDEWALK		PRIVATE SIDEWALK		STREET LIGHTING		WATER MAIN		1" WATER SERVICE		6" WATER SERVICE		SANITARY SEWER		4" SANITARY SERVICE		6" SANITARY SERVICE		PRIVATE SANITARY SERVICE		STORM SEWER		TOTAL ASSESSMENT
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	LUMP SUM	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	LUMP SUM	ASSESSMENT	SQUARE FEET	ASSESSMENT	
20	13.00142.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-002 Block-001 & E1/2 OF LOT 3	EDWIN D STARR 154 DEWEY ST FOLEY, MN 56329	45	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	45	\$1,068.56	1	\$736.32	0	\$0.00	45	\$587.74	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	6,705	\$644.97	\$3,547.20
21	13.00141.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-001 Block-001 & THE WLY 40 X 150 FT OF VAC 1ST AVE	QUENTIN MARKFORT & CRYSTAL MARKFORT 150 DEWEY STREET FOLEY, MN 56329	70	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	70	\$1,682.20	1	\$736.32	0	\$0.00	70	\$929.81	1.00	\$499.62	0.00	\$0.00	1.00	\$1,003.00	10,447	\$1,004.91	\$5,835.87
22	13.00158.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-014 Block-002 & E1/2 OF VAC 1ST AVE LYING ADJ TO LOT	TERRY SAUER 17002 65TH AVE NE RICE, MN 56367	70	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	70	\$1,682.20	1	\$736.32	0	\$0.00	70	\$929.81	1.00	\$499.62	0.00	\$0.00	1.00	\$703.00	10,482	\$1,008.28	\$5,539.23
23	13.00156.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-011 Block-002 & LOTS 12 & 13	JOHNSON PROPERTIES LLC 18331 115TH ST NE FORESTON, MN 56330	90	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	90	\$2,137.11	1	\$736.32	0	\$0.00	90	\$1,195.47	1.00	\$499.62	0.00	\$0.00	1.00	\$1,481.00	13,500	\$1,298.59	\$7,348.11
24	13.00120.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-011 Block-002 & LOT 12	BERGSTROM FAMILY TRUST C/O BRUCE A BERGSTROM 14077 HARDY LAKE RD PILLAGER, MN 56473	120 (1)	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$1,160.00	7,200	\$892.58	\$9,845.28
25	13.00124.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-013 Block-003 & LOT 14	LORA J NIELSEN-HENRY 200 DEWEY ST FOLEY, MN 56329	120 (1)	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$0.00	7,200	\$692.58	\$6,485.28
26	13.00123.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-011 Block-003 & LOT 12	DEBRA CUNNINGHAM 161 3RD AVE PO BOX 174 FOLEY, MN 56329	120 (1)	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$1,253.00	7,200	\$892.58	\$9,738.28
27	13.00131.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-013 Block-004 W1/2 OF LT 13, 14, 15 & 16	M L V HOLDINGS LLC 255 3RD AVE SW MILACA, MN 56353	120 (1)	60	\$4,335.04	0.00	\$0.00	1.00	\$3,627.00	60	\$437.48	60	\$1,424.74	0	\$0.00	1	\$1,223.10	60	\$796.98	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	7,200	\$692.58	\$13,052.02
28	13.00130.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-013 Block-004 E1/2 OF LOTS 13, 14, 15 & 16	BARBARA C ERICKSON FREDERICK A ERICKSON PO BOX 491 FOLEY, MN 56329	60	0	\$0.00	0.00	\$0.00	0.00	\$0.00	60	\$437.48	60	\$1,424.74	0	\$0.00	1	\$1,223.10	60	\$796.98	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	7,200	\$692.58	\$5,089.98
29	13.00129.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-011 Block-004 & LOT 12	CUSTOMER ELATION INC 9065 LYNDALE AVE S BLOOMINGTON, MN 55420	60	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0 (3)	\$0.00	0 (4)	\$0.00	0	\$0.00	1	\$1,223.10	0 (5)	\$0.00	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	0 (6)	\$0.00	\$1,738.19
30	13.00136.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-013 Block-005 & LOTS 14 & 15	FRANDSEN BANK & TRUST PO BOX 367 FOLEY, MN 56329	60	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0 (3)	\$0.00	0 (4)	\$0.00	0	\$0.00	2	\$2,448.19	0 (5)	\$0.00	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	0 (6)	\$0.00	\$2,961.29
31	13.00134.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-009 Block-005 & SWLY 40 FT LOTS 10, 11 & 12 SUBJ TO EASMENT FOR DRIVEWAY	JOHN E KERN PO BOX 330 SARTELL, MN 56377	40	0	\$0.00	0.00	\$0.00	0.00	\$0.00	40	\$281.88	40	\$949.83	0	\$0.00	1	\$1,223.10	40	\$531.32	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	7,200	\$692.58	\$4,203.58
32	13.00135.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-010 Block-005 E 60 FT OF LOTS 10, 11 & 12 W/EASMENT	JSD PROPERTIES LLC 1617 11TH AVE SE ST CLOUD, MN 56304	80	0	\$0.00	0.00	\$0.00	0.00	\$0.00	80	\$583.31	80	\$1,899.66	0	\$0.00	1	\$1,223.10	60	\$1,062.64	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	7,200	\$692.58	\$5,976.39
33	13.00302.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-019 Block-012 & LOT 20	MATHIAS J MIMBACH INVESTMENTS II LTD PARTNERSHIP 7 SKYVIEW DR SAUK RAPIDS, MN 56379	146	0	\$0.00	0.00	\$0.00	1.00	\$6,418.50	0	\$0.00	60	\$1,424.74	0	\$0.00	2	\$2,448.19	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	8,772	\$643.79	\$11,133.23
34	13.00191.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-019 Block-001 & LOT 16 & N1/2 OF LOT 17	GREGORY M WENNER & TARA J WENNER 221 2ND AVE PO BOX 307 FOLEY, MN 56329	75	75	\$4,321.44 ###	0.00	\$0.00	0.00	\$0.00	0	\$0.00	75	\$1,780.93	0	\$0.00	0	\$0.00	75	\$996.23	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	9,000	\$865.72	\$7,964.32
35	13.00190.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-012 Block-001 S1/2 OF LOT 12 & ALL OF 13 & 14	GREGORY M WENNER & TARA J WENNER 221 2ND AVE PO BOX 307 FOLEY, MN 56329	75	75	\$4,321.44 ###	0.00	\$0.00	0.00	\$0.00	0	\$0.00	75	\$1,780.93	0	\$0.00	1	\$1,223.10	75	\$996.23	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	9,000	\$865.72	\$9,702.51
36	13.00189.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-010 Block-001 & LOT 11 & N1/2 OF LOT 12 & ELY 60 FT OF LOTS 30, 31 & ELY 60 FT OF N1/2 OF LOT 20	GREG M WENNER & TARA J WENNER 221 2ND AVE PO BOX 307 FOLEY, MN 56329	75	75	\$4,321.44 ###	0.00	\$0.00	0.00	\$0.00	0	\$0.00	75	\$1,780.93	0	\$0.00	1	\$1,223.10	75	\$996.23	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	13,500	\$1,298.59	\$10,135.37
37	13.00290.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-013 Block-011 & LOT 14	HAROLD KRUSCHKE & PAMELA ANDERSON-KRUSCHKE 6793 327TH LN NW PRINCETON, MN 55371	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$0.00	7,200	\$692.58	\$4,485.28
38	13.00291.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-015 Block-011 & LOT 16	JAYSON L STRICKER 220 2ND AVE PO BOX 371 FOLEY, MN 56329	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$1,379.00	7,200	\$692.58	\$9,864.28
39	13.00292.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-017 Block-011 & LOT 18	ANDREW SANDBERG PO BOX 120 FOLEY, MN 56329	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$1,684.00	7,200	\$692.58	\$10,169.28
40	13.00293.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-019 Block-011 & LOT 20	MICHAEL DRONG PO BOX 644 FOLEY, MN 56329	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,200	\$692.58	\$4,485.28
41	13.00287.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-007 Block-011 & LOT 8	JANE F RINGO RANDALL C RINGO PO BOX 519 FOLEY, MN 56329	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$1,433.00	7,200	\$692.58	\$9,918.28
42	13.00288.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-004 Block-011 & LOTS 5 & 6	KENNETH M HARTMAN & LYNNETTE S HARTMAN PO BOX 130 FOLEY, MN 56329	90	90	\$6,502.56	0.00	\$0.00	0.00	\$0.00	0	\$0.00	90	\$2,137.11	1	\$736.32	0	\$0.00	90	\$1,195.47	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	10,800	\$1,036.87	\$12,109.85

ASSESSMENT RATES (20%)	
STREET	\$72.35 / LF
BROADWAY SIDEWALK	\$8.72 / LF
STREET LIGHTING	\$7.29 / LF
WATER MAIN	\$23.75 / LF
4" WATER SERVICE	\$738.32 / EACH
6" WATER SERVICE	\$1,223.10 / EACH
SANITARY SEWER	\$13.29 / LF
4" SANITARY SERVICE	\$499.62 / EACH
6" SANITARY SERVICE	\$515.10 / EACH
STORM SEWER	\$0.10 / SF

FINAL ASSESSMENT HEARING DATE: NOVEMBER 13, 2018

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		BROADWAY SIDEWALK		PRIVATE SIDEWALK		STREET LIGHTING		WATER MAIN		1" WATER SERVICE		6" WATER SERVICE		SANITARY SEWER		4" SANITARY SERVICE		6" SANITARY SERVICE		PRIVATE SANITARY SERVICE		STORM SEWER		TOTAL ASSESSMENT
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	LUMP SUM	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	LUMP SUM	ASSESSMENT	SQUARE FEET	ASSESSMENT	
43	13.00285.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-001 Block-011 & LOTS 2 & 3	MICHAEL ANSON VANESSA ANSON 241 3RD AVE FOLEY, MN 56329	80	90	\$8,502.58	0.00	\$0.00	0.00	\$0.00	0	\$0.00	90	\$2,137.11	1	\$738.32	0	\$0.00	80	\$1,195.47	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	10,600	\$1,038.87	\$12,109.85
44	13.00280.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-013 Block-010 N1/2 OF LOTS 13 & 14	NORTHWESTERN BELL TELEPHONE CO C/O CENTURYLINK PO BOX 2599 CLATHE, KS 66063	70	70	\$5,057.54	0.00	\$0.00	0.00	\$0.00	0	\$0.00	70	\$1,662.20	0	\$0.00	1	\$1,223.10	70	\$929.81	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	4,200	\$404.00	\$9,791.75
45	13.00277.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-011 Block-010 N 40 FT OF LOTS 11 & 12	U S WEST COMMUNICATIONS INC C/O CENTURYLINK PO BOX 2599 CLATHE, KS 66063	40	40	\$2,890.03	0.00	\$0.00	0.00	\$0.00	0	\$0.00	40	\$949.83	0	\$0.00	0	\$0.00	40	\$531.32	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	2,400	\$230.86	\$4,602.04
46	13.00282.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-015 Block-010 & LOT 18	THE GUIDER GROUP TRILGY LLC ATTN: STEVEN B LIEFSCHULTZ 6900 GREEN OAK DRIVE SUITE 100 MINNETONKA, MN 55343	52	52	\$3,757.03	0.00	\$0.00	0.00	\$0.00	0	\$0.00	52	\$1,234.78	1	\$738.32	0	\$0.00	52	\$690.72	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	6,288	\$604.85	\$7,323.32
47	13.00283.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-017 Block-010 & SLY 4 FT OF LOT 18	DOLORES M KAPROTH 240 3RD AVE PO BOX 354 FOLEY, MN 56329	34	34	\$2,456.52	0.00	\$0.00	0.00	\$0.00	0	\$0.00	34	\$607.35	1	\$738.32	0	\$0.00	34	\$451.62	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	4,080	\$392.46	\$5,343.90
48	13.00294.00	Sect-26 Twp-037 Range-029 FOLEY'S 1ST ADDITION TO TOWN Lot-019 Block-010 & LOT 18 EXC SLY 4 FT	AMANDA R WILKEN PO BOX 183 FOLEY, MN 56329	56	56	\$4,046.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	56	\$1,328.76	1	\$738.32	0	\$0.00	56	\$743.85	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	6,720	\$646.41	\$8,001.89
49	13.00119.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-009 Block-002 & LOT 10	LUANNE C CAYWOOD 141 2ND AVE PO BOX 595 FOLEY, MN 56329	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$738.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,200	\$692.58	\$8,485.28
50	13.00116.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-008 Block-002	MARCUS D CLAXTON TOWN OF FOLEY PO BOX 133 FOLEY, MN 56329	30	30	\$2,167.52	0.00	\$0.00	0.00	\$0.00	0	\$0.00	30	\$712.37	1	\$738.32	0	\$0.00	30	\$398.49	1.00	\$499.62	0.00	\$0.00	1.00	\$1,704.00	3,800	\$348.29	\$6,564.81
51	13.00151.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-001 Block-002 LESS PART COMM AT SW COR BEING POB TH NWLY 20FT ON SW LINE OF LOT 1 TH R TO PT ON NWLY LINE OF LOT 1 PT IS 20 FT NWLY OF SE COR OF LOT 1 TH SELY ON NE LINE TO SE COR OF LOT 1 TH SWLY ON SELY LINE TO POB	MARCUS D CLAXTON PO BOX 133 FOLEY, MN 56329	20	20	\$1,445.01	0.00	\$0.00	0.00	\$0.00	0	\$0.00	20	\$474.91	0	\$0.00	0	\$0.00	20	\$265.66	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	2,400	\$230.86	\$2,416.45
52	13.00152.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-002 Block-002 & S1/2 OF LOT 1	AMANDA LOUISE NELSON 121 2ND AVE FOLEY, MN 56329	50	50	\$3,612.53	0.00	\$0.00	0.00	\$0.00	0	\$0.00	50	\$1,187.29	1	\$738.32	0	\$0.00	50	\$664.15	1.00	\$499.62	0.00	\$0.00	1.00	\$1,102.00	6,000	\$577.15	\$8,379.66
53	13.00153.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-003 Block-002 & LOT 4	DANIEL CARSON & FRANCINE CARSON 2304 COUNTY RD 74 ST CLOUD, MN 56301	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$738.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$1,531.00	7,200	\$692.58	\$10,816.28
54	13.00164.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-005 Block-002	AMBER J WOJCIECHOWSKI 19082 95TH ST NE OAK PARK, MN 56357	30	30	\$2,167.52	0.00	\$0.00	0.00	\$0.00	0	\$0.00	30	\$712.37	1	\$738.32	0	\$0.00	30	\$398.49	1.00	\$499.62	0.00	\$0.00	1.00	\$801.00	3,600	\$348.29	\$5,881.81
55	13.00125.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-015 Block-003 & LOTS 16 & 17	JOSEPH E KAPROTH & JANETTE KAPROTH 140 2ND AVE PO BOX 461 FOLEY, MN 56329	80	80	\$6,502.58	0.00	\$0.00	0.00	\$0.00	0	\$0.00	80	\$2,137.11	1	\$738.32	0	\$0.00	80	\$1,195.47	1.00	\$499.62	0.00	\$0.00	1.00	\$1,257.00	10,800	\$1,038.87	\$13,366.95
56	13.00168.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-010 Block-003	JOSEPH E KAPROTH & JANETTE KAPROTH 140 2ND AVE PO BOX 461 FOLEY, MN 56329	40	40	\$2,890.03	0.00	\$0.00	0.00	\$0.00	0	\$0.00	40	\$949.83	0	\$0.00	0	\$0.00	40	\$531.32	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	4,800	\$461.72	\$4,832.90
57	13.00165.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-008 Block-003 & LOT 9	JOSEPH E KAPROTH & JANETTE M KAPROTH PO BOX 461 FOLEY, MN 56329	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$738.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,200	\$692.58	\$8,485.28
58	13.00164.10	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-006 Block-003 & LOT 7	KERRY MOSCHAU C/O MITCHELL & KRISTA DILLMAN 9098 COUNTY RD 147 KIMBALL, MN 56353	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$738.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	1.00	\$1,665.00	7,200	\$692.58	\$10,390.28
59	13.00122.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-010 Block-003	RAILSIDE LLC PO BOX 176 PRINCETON, MN 55371	30	30	\$2,167.52	0.00	\$0.00	0.00	\$0.00	0	\$0.00	30	\$712.37	1	\$738.32	0	\$0.00	30	\$398.49	1.00	\$499.62	0.00	\$0.00	1.00	\$765.00	3,600	\$348.29	\$5,825.51
60	13.00121.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-006 Block-003 & LOT 9	JENNIFER HESSE & GENE HESSE 141 3RD AVE PO BOX 2 FOLEY, MN 56329	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$738.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,200	\$692.58	\$8,485.28
61	13.00161.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-001 Block-003	ISADORE WALCHESKI & HARRIET WALCHESKI 131 3RD AVE PO BOX 563 FOLEY, MN 56329	40	40	\$2,890.03	0.00	\$0.00	0.00	\$0.00	0	\$0.00	40	\$949.83	1	\$738.32	0	\$0.00	40	\$531.32	1.00	\$499.62	0.00	\$0.00	1.00	\$1,254.00	4,800	\$461.72	\$7,322.83
62	13.00162.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-002 Block-003	KEITH J BARTON PO BOX 58 FOLEY, MN 56329	30	30	\$2,167.52	0.00	\$0.00	0.00	\$0.00	0	\$0.00	30	\$712.37	1	\$738.32	0	\$0.00	30	\$398.49	1.00	\$499.62	0.00	\$0.00	1.00	\$1,433.00	3,600	\$348.29	\$8,293.81
63	13.00163.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-003 Block-003 & N1/2 OF LOT 4	ROBERT W TORELL PO BOX 404 FOLEY, MN 56329	45	45	\$3,251.28	0.00	\$0.00	0.00	\$0.00	0	\$0.00	45	\$1,068.56	1	\$738.32	0	\$0.00	45	\$597.74	1.00	\$499.62	0.00	\$0.00	1.00	\$1,044.00	5,400	\$519.43	\$7,716.95
64	13.00164.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-005 Block-003 & S1/2 OF LOT 4 ETAL ARE W 1/4 INDIVINT TO EACH: CYNTHIA L NIESS, ROBIN J GONDECK, CRAIG S GONDECK & JEFFERY A GONDECK	CYNTHIA L NIESS ETAL C/O CRAIG S GONDECK 9575 SUCKER CREEK RD RICE, MN 56367	45	45	\$3,251.28	0.00	\$0.00	0.00	\$0.00	0	\$0.00	45	\$1,068.56	1	\$738.32	0	\$0.00	45	\$597.74	1.00	\$499.62	0.00	\$0.00	1.00	\$982.00	5,400	\$519.43	\$7,654.95
65	13.00132.00	Sect-26 Twp-037 Range-029 TOWN OF FOLEY Lot-017 Block-004	ROBERT J SCHREIFELS & JODI M SCHREIFELS 140 3RD AVE PO BOX 380 FOLEY, MN 56329	30	30	\$2,167.52	0.00	\$0.00	0.00	\$0.00	0	\$0.00	30	\$712.37	1	\$738.32	0	\$0.00	30	\$398.49	1.00	\$499.62	0.00	\$0.00	1.00	\$1,193.00	3,600	\$348.29	\$5,053.81

ASSESSMENT RATES (10%)		
STREET		\$72.25 / LF
BROADWAY SIDEWALK		\$9.72 / LF
STREET LIGHTING		\$7.25 / LF
WATER MAIN		\$23.75 / LF
1" WATER SERVICE		\$736.32 / EACH
6" WATER SERVICE		\$1,223.10 / EACH
SANITARY SEWER		\$13.25 / LF
4" SANITARY SERVICE		\$499.62 / EACH
6" SANITARY SERVICE		\$515.10 / EACH
STORM SEWER		\$0.10 / SF

FINAL ASSESSMENT HEARING DATE: NOVEMBER 13, 2018

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		BROADWAY SIDEWALK		PRIVATE SIDEWALK		STREET LIGHTING		WATER MAIN		1" WATER SERVICE		6" WATER SERVICE		SANITARY SEWER		4" SANITARY SERVICE		6" SANITARY SERVICE		PRIVATE SANITARY SERVICE		STORM SEWER		TOTAL ASSESSMENT
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	LUMP SUM	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	LUMP SUM	ASSESSMENT	SQUARE FEET	ASSESSMENT	
66	13.00174.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-010 Block-004 N 30 FT	ROBERT J SCHREIFELS & JODI M SCHREIFELS 140 3RD AVE PO BOX 385 FOLEY, MN 56329	30	30	\$2,167.52	0.00	\$0.00	0.00	\$0.00	0	\$0.00	30	\$712.37	0	\$0.00	0	\$0.00	30	\$356.48	0.00	\$0.00	0.00	\$0.00	0.00	0.00	3,600	\$348.29	\$3,624.67
67	13.00173.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-009 Block-004 & S 10 FT OF LOT 10	SCOTT G SWANSON 120 3RD AVE PO BOX 385 FOLEY, MN 56329	40	40	\$2,680.03	0.00	\$0.00	0.00	\$0.00	0	\$0.00	40	\$949.83	1	\$736.32	0	\$0.00	40	\$531.32	1.00	\$499.62	0.00	\$0.00	1.00	\$687.00	4,800	\$461.72	\$6,795.83
68	13.00172.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-008 Block-004	SCOTT G SWANSON 120 3RD AVE PO BOX 385 FOLEY, MN 56329	30	30	\$2,167.52	0.00	\$0.00	0.00	\$0.00	0	\$0.00	30	\$712.37	0	\$0.00	0	\$0.00	30	\$356.48	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	3,600	\$348.29	\$3,624.67
69	13.00171.00	Sect-26 Twp-037 Range-029 FOLEY'S RE-ARRANGEMENT OF TOWN Lot-006 Block-004 & LOT 7	THOMAS SWEETER 100 3RD AVE PO BOX 88 FOLEY, MN 56329	60	60	\$4,335.04	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	1	\$736.32	0	\$0.00	60	\$796.98	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,200	\$692.58	\$6,465.28
70	13.00739.00	Sect-26 Twp-037 Range-029 FOLEY IMPROVEMENT PLAT Lot-004 Block-005 LESS ELY 150 FT	FOLEY FUEL & LUMBER LLC PO BOX 157 FOLEY, MN 56329	60 (8)	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	60	\$1,424.74	0	\$0.00	1	\$1,223.10	60	\$796.98	0.00	\$0.00	1.00	\$515.10	0.00	\$0.00	33,100 (7)	\$3,183.94	\$7,143.96
71	13.00012.01	Sect-25 Twp-037 Range-029 1.11 AC N 290 FT OF W 149.5 FT OF SW SW1/4 LYING S OF S LINE OF BLK 1 OF WILDMAN & TAURS ADDN & THAT PART OF BLK A FOLEY 2ND ADDN LYING S OF N LINE EXT OF BLK 1 OF WILDMAN & TAURS ADDN & LYING N OF A LINE 290 FT S OF S LINE	FOLEY MOBILE PROPERTIES LLC C/O RYAN SCHMIT 18773 160TH AVE MILACA, MN 56353	280	280	\$20,230.18	0.00	\$0.00	0.00	\$0.00	0	\$0.00	280	\$5,648.80	1	\$736.32	0	\$0.00	280	\$3,719.25	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	48,708	\$4,492.92	\$36,327.09
72	13.00540.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY BLOCK 1, LOT 8	FOLEY MOBILE PROPERTIES LLC C/O RYAN SCHMIT 18773 160TH AVE MILACA, MN 56353	39	39	\$2,617.77	0.00	\$0.00	0.00	\$0.00	0	\$0.00	39	\$926.06	1	\$736.32	0	\$0.00	39	\$518.04	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	5,805	\$568.01	\$6,065.85
73	13.00539.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY BLOCK 1, LOT 5	FOLEY MOBILE PROPERTIES LLC C/O RYAN SCHMIT 18773 160TH AVE MILACA, MN 56353	40	40	\$2,890.03	0.00	\$0.00	0.00	\$0.00	0	\$0.00	40	\$949.83	1	\$736.32	0	\$0.00	40	\$531.32	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	5,960	\$575.23	\$6,182.34
74	13.00538.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY BLOCK 1, LOT 4	FOLEY MOBILE PROPERTIES LLC C/O RYAN SCHMIT 18773 160TH AVE MILACA, MN 56353	50	50	\$3,612.53	0.00	\$0.00	0.00	\$0.00	0	\$0.00	50	\$1,187.29	1	\$736.32	0	\$0.00	50	\$684.15	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,475	\$719.03	\$7,418.94
75	13.00537.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY BLOCK 1, LOT 3	FOLEY MOBILE PROPERTIES LLC C/O RYAN SCHMIT 18773 160TH AVE MILACA, MN 56353	50	50	\$3,612.53	0.00	\$0.00	0.00	\$0.00	0	\$0.00	50	\$1,187.29	1	\$736.32	0	\$0.00	50	\$684.15	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,475	\$719.03	\$7,418.94
76	13.00536.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY BLOCK 1, LOT 2	FOLEY MOBILE PROPERTIES LLC C/O RYAN SCHMIT 18773 160TH AVE MILACA, MN 56353	50	50	\$3,612.53	0.00	\$0.00	0.00	\$0.00	0	\$0.00	50	\$1,187.29	1	\$736.32	0	\$0.00	50	\$684.15	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,475	\$719.03	\$7,418.94
77	13.00535.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY BLOCK 1, LOT 1	FOLEY MOBILE PROPERTIES LLC C/O RYAN SCHMIT 18773 160TH AVE MILACA, MN 56353	50	50	\$3,612.53	0.00	\$0.00	0.00	\$0.00	0	\$0.00	50	\$1,187.29	1	\$736.32	0	\$0.00	50	\$684.15	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	7,475	\$719.03	\$7,418.94
78	13.00497.00	Sect-25 Twp-037 Range-029 COUNTY AUDITOR'S PLAT OF SW1/4 Lot-005 E 73 1/2 FT	NICHOLAS J JOHNSON & HEATHER J BARROWS 820 GRAND ST FOLEY, MN 56329	106	74	\$5,346.55	0.00	\$0.00	0.00	\$0.00	0	\$0.00	73	\$1,733.44	1	\$736.32	0	\$0.00	73	\$969.66	1.00	\$499.62	0.00	\$0.00	0.00	\$0.00	5,478	\$526.94	\$9,812.52
79	13.00713.00	Sect-25 Twp-037 Range-029 HILLSIDE ESTATES Lot-004 Block-002	KEVIN M SWENSON & MARY T SWENSON 231 HILL AVE PO BOX 755 FOLEY, MN 56329	62	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	4,132	\$397.46	\$397.46
80	13.00712.00	Sect-25 Twp-037 Range-029 HILLSIDE ESTATES Lot-003 Block-002	SHANE G HEALD & KELLY J HEALD 221 HILL AVE FOLEY, MN 56329	73	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	4,132	\$397.46	\$397.46
81	13.00711.00	Sect-25 Twp-037 Range-029 HILLSIDE ESTATES Lot-002 Block-002	WAYNE KOEHLER TR & LAURIE KOEHLER TR PO BOX 353 NEVIS, MN 56467	73	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	4,132	\$397.46	\$397.46
82	13.00710.00	Sect-25 Twp-037 Range-029 HILLSIDE ESTATES Lot-001 Block-002	JOSEPH J BUHS & KRISTINA J BUHS 201 HILL AVE FOLEY, MN 56329	72	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	4,132	\$397.46	\$397.46
83	13.00546.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY Lot-006 Block-002	DAVID L KANTOR & CATHERINE M GARCEAU-KANTOR 181 HILL AVE FOLEY, MN 56329	70	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	3,989	\$383.71	\$383.71
84	13.00545.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY Lot-005 Block-002	DAVID L KANTOR & CATHERINE M GARCEAU-KANTOR 181 HILL AVE FOLEY, MN 56329	70	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	3,989	\$383.71	\$383.71
85	13.00544.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY Lot-004 Block-002	JASON KINDRED & TRESSA KINDRED 151 HILL AVE FOLEY, MN 56329	70	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	3,989	\$383.71	\$383.71
86	13.00543.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY Lot-003 Block-002	BETHANY SILVERNESS 141 HILL AVE PO BOX 144 FOLEY, MN 56329	70	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	3,986	\$383.61	\$383.61
87	13.00542.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY Lot-002 Block-002	ADAM FOSS 131 HILL AVE FOLEY, MN 56329	70	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	3,988	\$383.61	\$383.61
88	13.00541.00	Sect-25 Twp-037 Range-029 WILDMAN & TAURS ADDN TO FOLEY Lot-001 Block-002	ADAM LOUIS FOSS 121 HILL AVE FOLEY, MN 56329	69	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	5,587	\$537.42	\$537.42

FINAL ASSESSMENT HEARING DATE: NOVEMBER 13, 2018

ASSESSMENT RATES (30%)	
STREET	\$72.25 / LF
BROADWAY SIDEWALK	\$9.72 / LF
STREET LIGHTING	\$7.28 / LF
WATER MAIN	\$23.76 / LF
1" WATER SERVICE	\$798.32 / EACH
8" WATER SERVICE	\$1,223.10 / EACH
SANITARY SEWER	\$13.28 / LF
4" SANITARY SERVICE	\$498.82 / EACH
8" SANITARY SERVICE	\$915.10 / EACH
STORM SEWER	\$0.10 / SF

MAP ID	PARCEL ID NO.	PROPERTY DESCRIPTION	OWNER OF RECORD	FRONTAGE	STREET		BROADWAY SIDEWALK		PRIVATE SIDEWALK		STREET LIGHTING		WATER MAIN		1" WATER SERVICE		8" WATER SERVICE		SANITARY SEWER		4" SANITARY SERVICE		8" SANITARY SERVICE		PRIVATE SANITARY SERVICE		STORM SEWER		TOTAL ASSESSMENT
					FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	LUMP SUM	ASSESSMENT	FRONTAGE	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	FRONTAGE	ASSESSMENT	EACH	ASSESSMENT	EACH	ASSESSMENT	LUMP SUM	ASSESSMENT	SQUARE FEET	ASSESSMENT	
88	13.00736.00	Sect-28 Twp-037 Range-029 FOLEY IMPROVEMENT PLAT Lot-001 Block-005	NOEL C LEWANDOWSKI & W GAYLE LEWANDOWSKI C/O A M A X INDUSTRIES PO BOX 252 FOLEY, MN 56329	140	0	\$0.00	65.00 (12)	\$931.03	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	\$931.03
90	13.01014.00	Sect-28 Twp-037 Range-029 LYON PLAT 2 -A CONDO COMM 11 LYON PLAT 2 -A CONDO COMM 11 COM	LYON CONTRACTING & DEVELOP INC 3001 18TH ST S STE 103 ST CLOUD MN 56301	157	0	\$0.00	157.00 (8)	\$1,528.36	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	\$1,528.36
91	13.01106.00	Sect-28 Twp-037 Range-029 LYON PLAT 3 Lot-007 Block-001	STONE BROOK VLG TOWNH ASSOC C/O STONEY BROOK TOWNH ASSOC PO BOX 298 FOLEY, MN 56329	104	0	\$0.00	104.00	\$1,011.09	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0	\$0.00	\$1,011.09
TOTAL				6,231	3,048	\$217,000.09	378	\$3,169.38	2	\$16,045.50	632	\$5,878.03	4,193	\$99,665.91	50	\$36,815.84	24	\$29,354.30	4,033	\$53,570.49	50	\$24,880.96	19	\$3,766.84	20	\$28,967.00	623,475	\$59,973.09	\$577,108.44

- (1) CORNER LOT ADJUSTMENT
(2) IRREGULAR LOT ADJUSTMENT
(3) PREVIOUSLY ASSESSED FOR LIGHTING
(4) PREVIOUSLY ASSESSED FOR WATER MAIN
(5) PREVIOUSLY ASSESSED FOR SANITARY SEWER
(6) PREVIOUSLY ASSESSED FOR STORM SEWER
(7) ONLY THE FRONT 50' OF THE PROPERTY IS INCLUDED IN THE DRAINAGE AREA ASSESSMENT SINCE THE RUNOFF FROM THE REMAINDER OF THE PARCEL DRAINS DIRECTLY TO THE WETLAND WITHOUT GOING THRU THE CITY SYSTEM
(8) WATER AND SEWER USAGE FOR THIS PARCEL IS EQUIVALENT TO THAT OF A RESIDENTIAL UNIT; THEREFORE THE FRONTAGE FOR THE ASSESSMENT IS THE AVERAGE RESIDENTIAL FRONTAGE
(9) 157' OF FRONTAGE SPLIT BETWEEN THE FOUR TOWNHOMES
(10) ASSUMES 1/2 OF THE LOT AREA DRAINS TO GOPHER AVENUE (REMAINING 1/2 OF LOT WOULD BE SUBJECT TO FUTURE ASSESSEMENT HILL AVENUE OR GRAND STREET IMPROVEMENTS ARE MADE)
(11) HALF OF THE LONG SIDE HAS BEEN INCLUDED IN THIS ASSESSMENT WORKSHEET, PER THE ASSESSMENT POLICY, THE SHORT SIDE OF THE LOT IS SUBJECT TO A FUTURE ASSESSEMENT (IF WHEN GRAND STREET IS IMPROVED)
(12) TOTAL ASSESSABLE FRONTAGE FOR THIS PARCEL PER CORNER LOT ADJUSTMENT IS 285 FEET MINUS THE PREVIOUS ASSESSMENT FROM 2015 4TH AVENUE SOUTH OF 220 FEET LEAVES AN ASSESSABLE FRONTAGE OF 85 FEET FOR THE SIDEWALK ON THIS PROJECT
(13) THE COST FOR THE CURB & GUTTER AND SIDEWALK ARE NOT INCLUDED IN THE ASSESSMENT FOR THIS PROPERTY BECAUSE THEY HAD PRIVATELY REPLACED AND PAID FOR THE CURB AND SIDEWALK PREVIOUSLY

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018-32

A RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for the improvement of Dewey Street from Stony Brook Creek to Norman Avenue, 2nd Avenue from Main Street to John Street, 3rd Avenue from Main Street to John Street, Gopher Avenue from Grand Street to the dead end, and Broadway Avenue from Main Street to Grand Street.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FOLEY, MINNESOTA:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2019, and shall bear interest at the rate of 4 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2033. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the council this 13th day of November, 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

City of Foley Subdivision Development Plat Review Application

Street Location of Property: Gopher Ave, South of Grand Street
 Legal Description of Property: SEE ATTACHED.
 Current Zoning of Property: R-1 Proposed Zoning: R-1
 Type of Request: Subdivide the property into 7 lots
 *** (Attach narrative describing details of project scope) ***

Property Owner: Foley Mobil Properties, LLC 320-333-3153
Name Phone
P.O. Box 232
Address Foley, MN 56329
Fax

Email
 Applicant: Ryan Schmit 320-333-3153
Name Phone
P.O. Box 232
Address Foley, MN 56329 ryan4realestate@gmail.com
Fax Email

Type of Request & Fee Amount:

<input type="checkbox"/>	Rezoning/Amendment	\$250.00
<input type="checkbox"/>	Conditional Use Permit	\$250.00
<input type="checkbox"/>	Variance	\$250.00
<input type="checkbox"/>	Planned Unit Development	\$250.00

<input checked="" type="checkbox"/>	Preliminary Plat	\$500.00
<input checked="" type="checkbox"/>	Final Plat	\$
<input type="checkbox"/>	Annexation	\$400.00 +
<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: _____

Date Fees Paid: _____

Staff Initials: RS

Date Application Accepted: _____

Signature of Applicant

Date

Signature of Fee Owner

Date

Legal Description for South Side Estates

Lots 1, 2, 3, 4, 5 and 6, all in Block 1, Wildman & Tauer’s Addition to Village of Foley, according to the recorded plat and survey thereof, Benton County, Minnesota.

AND

The North 290 feet of the West 149.5 feet of that part of the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of Section 25, Township 37 North, Range 29 West, Fourth Principal Meridian, Benton County, Minnesota, lying South of the South line of Block 1 of Wildman & Tauer’s Addition to Village of Foley;

Also, all that part of Block “A” of Foley’s Second Addition to Foley, according to the recorded plat and survey thereof, Benton County, Minnesota, lying South of the North line of said Block 1 of Wildman & Tauer’s Addition to Village of Foley, extended West across said Block “A” and lying North of a line drawn parallel with and distant 290 feet South of the South line of said Block 1 of Wildman & Tauer’s Addition to Village of Foley, extended West across said Block “A”.

City of Foley
Subdivision Development
Findings & Order

Date: 10-15-18
Applicant Name: Ryan Schmit - Foley Mobile Properties, LLC
Property Location: _____
Zoning of Property: R-1
Zoning Request: Preliminary Plat Review for Single Family Lots

The following conditions apply to the subdivision development request:

1. City Engineer to review and approve grading plan.
2. _____
3. _____

THE FOLEY PLANNING COMMISSION RECOMMENDS:

Approved ☒ Not Approved ☐

Comments: _____

10-15-18 _____
Date Chair, Foley Planning Commission

THE FOLEY CITY COUNCIL DETERMINES:

Approved ☐ Not Approved ☐

Date of Public Hearing: _____ Time: _____

Results: _____

Date Mayor

Date: 10-15-18
Applicant Name: Ryan Schmit - Foley Mobile Properties
Property Location: _____
Zoning of Property: R-1
Zoning Request: Final Plat Review For Single Family Lots

1. _____

2. _____

3. _____

Approved ☒ Not Approved ☐

10-1518
Date


Chair, Foley Planning Commission

Approved ☐ Not Approved ☐

Results: _____

Date _____ Mayor _____

October 19, 2018

Dear Property Owner,

Enclosed you will find a Notice of Public Hearing scheduled for November 13, 2018 on the application of approval of the "South Side Estates" Preliminary Plat presented by applicant Ryan Schmit. The application includes platting to create seven (7) single family residential lots. You are receiving this notice in compliance with City of Foley Subdivision Ordinance Number 320 that all property owners within 350 feet of the parcel included in the request shall receive written notice of the public hearing's time, place and purpose. If you have any questions concerning this notice, please contact Foley City Hall, 968-7260. Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Sarah A. Brunn". The signature is fluid and elegant, with the first letters of each name being capitalized and prominent.

Sarah A. Brunn
City Administrator

NOTICE OF PUBLIC HEARING
ON A PRELIMINARY PLAT

Notice is hereby given that on the 13th of November, 2018, at 5:30 P.M. at the Foley City Hall, in the City of Foley, pursuant to Section 5 of the City of Foley Subdivision Ordinance, the City Council and the Planning Commission will hold a joint public hearing relating to the "South Side Estates" preliminary plat application of Ryan Schmit, which property is presently located in the City of Foley and is described as follows:

Lots 1, 2, 3, 4, 5 and 6, all in Block 1, Wildman & Tauer's Addition to Village of Foley, according to the recorded plat and survey thereof, Benton County, Minnesota.

AND

The North 290 feet of the West 149.5 feet of that part of the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of Section 25, Township 37 North, Range 29 West, Fourth Principal Meridian, Benton County, Minnesota, lying South of the South line of Block 1 of Wildman & Tauer's Addition to Village of Foley;

Also, all that part of Block "A" of Foley's Second Addition to Foley, according to the recorded plat and survey thereof, Benton County, Minnesota, lying South of the North line of said Block 1 of Wildman & Tauer's Addition to Village of Foley, extended West across said Block "A" and lying North of a line drawn parallel with and distant 290 feet South of the South line of said Block 1 of Wildman & Tauer's Addition to Village of Foley, extended West across said Block "A".

Anyone wishing to appear with reference to the above preliminary plat application will be heard at this meeting.

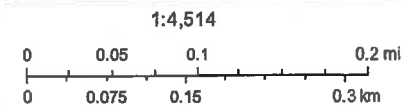
Sarah A. Brunn
City Administrator

SmartConnect Map



October 18, 2018

Municipal Boundary



Esri, HERE, Garmin, © OpenStreetMap contributors
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS
user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User

SmartConnect User
Benton Co MN GIS | USDAFSA, DigitalGlobe, GeoEye | Esri, HERE, Garmin, IPC | Esri, HERE, IPC |

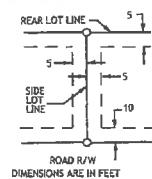
ORIENTATION OF THIS BEARING SYSTEM ASSUMES THAT THE WEST LINE OF THE SOUTHWEST QUARTER OF SEC. 26, TWP. 37, RING. 29 BEARS NORTH 00°41' 00" EAST

0 40 80
SCALE IN FEET

MAPPING LEGEND

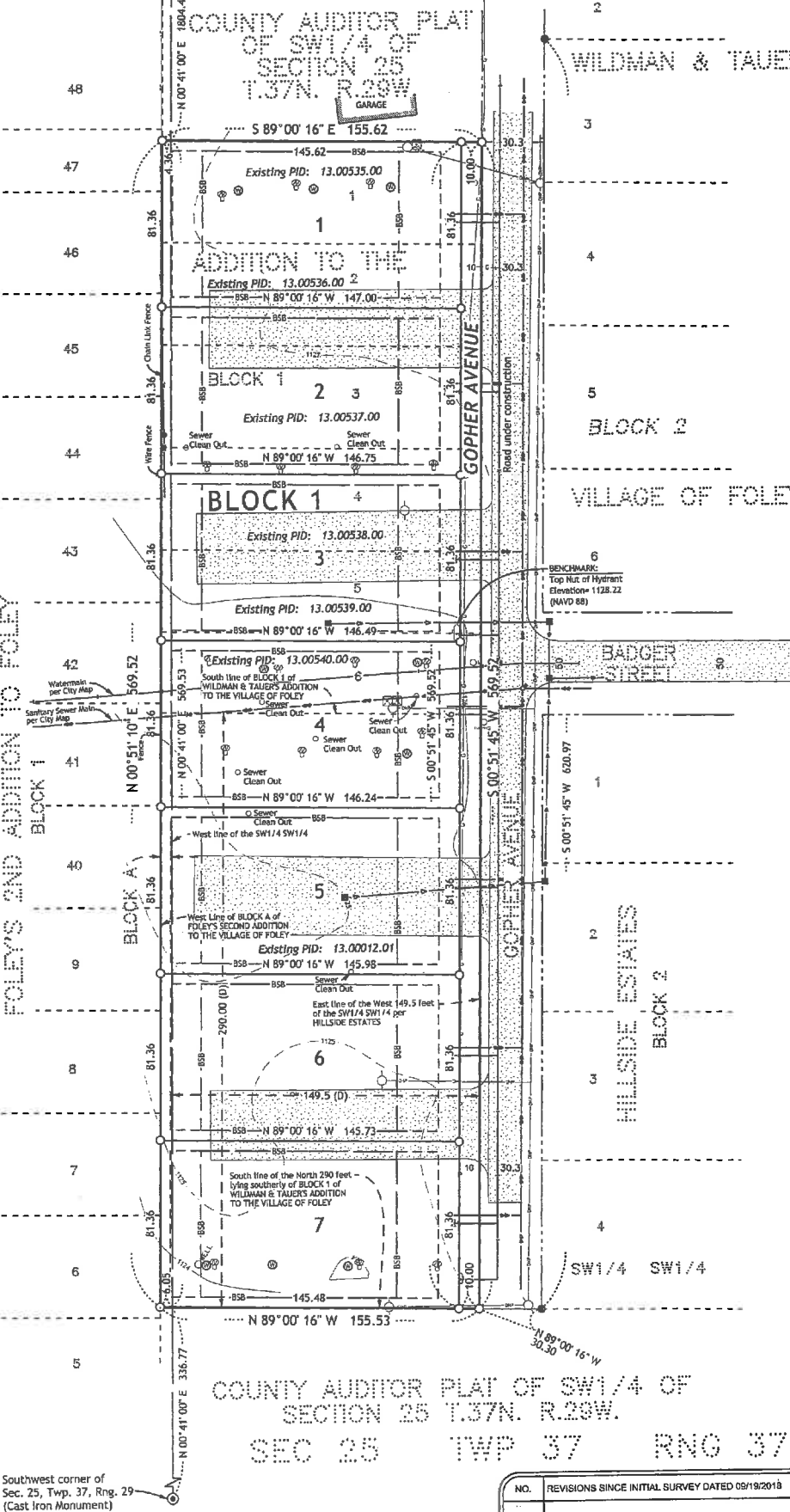
MANHOLE	○
CATCH BASIN	⊠
HYDRANT	⊙
WATER VALVE	⊕
UTILITY POLE	⊗
UTILITY PEDESTAL	⊞
ELECTRIC METER	⊠
WATER SPIGOT	⊕
BURIED ELECTRIC LINE	—P-BUR—
BURIED TELEPHONE LINE	—T-BUR—
BURIED GAS LINE	—G—
OVERHEAD POWER LINE	—OHP—
WATER LINE	—W—
STORM SEWER PIPE	—SSP—
SANITARY SEWER PIPE	—SSP—
CONC. CURB & GUTTER	—C—
PROPERTY LINE	—P—
CHAINLINK FENCE	—X—
WOVEN WIRE FENCE	—W—
TREELINE	—T—
EXISTING CONTOURS	—1091—
BUILDING SETBACK	—SB—

THE DRAINAGE AND UTILITY EASEMENTS TO BE DEDICATED AS PART OF THIS PLAT ARE SHOWN AS THUS UNLESS OTHERWISE NOTED:



- LEGEND OF PROPERTY BOUNDARY SYMBOLS
- SET IRON PIPE WITH CAP STAMPED "DELEO 40341"
 - FOUND IRON MONUMENT
 - ⊙ GOVERNMENT SECTION CORNER MONUMENT
 - (D) DIMENSION PER DEED OF RECORD

West Quarter corner of Sec. 25, Twp. 37, Rng. 29 (Cast Iron Monument)



FOLEY'S AND ADDITION TO FOLEY

BLOCK 1

BLOCK A

BLOCK 2

BLOCK 3

BLOCK 4

BLOCK 5

BLOCK 6

BLOCK 7

BLOCK 8

BLOCK 9

BLOCK 10

BLOCK 11

BLOCK 12

BLOCK 13

BLOCK 14

BLOCK 15

BLOCK 16

BLOCK 17

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COUNTY AUDITOR PLAT
OF SW 1/4 OF
SECTION 25
T.37N. R.23W.

WILDMAN & TAUER'S

ADDITION TO THE

Top of Curb Elevation (Typ.)

BLOCK 2

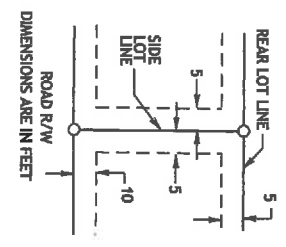
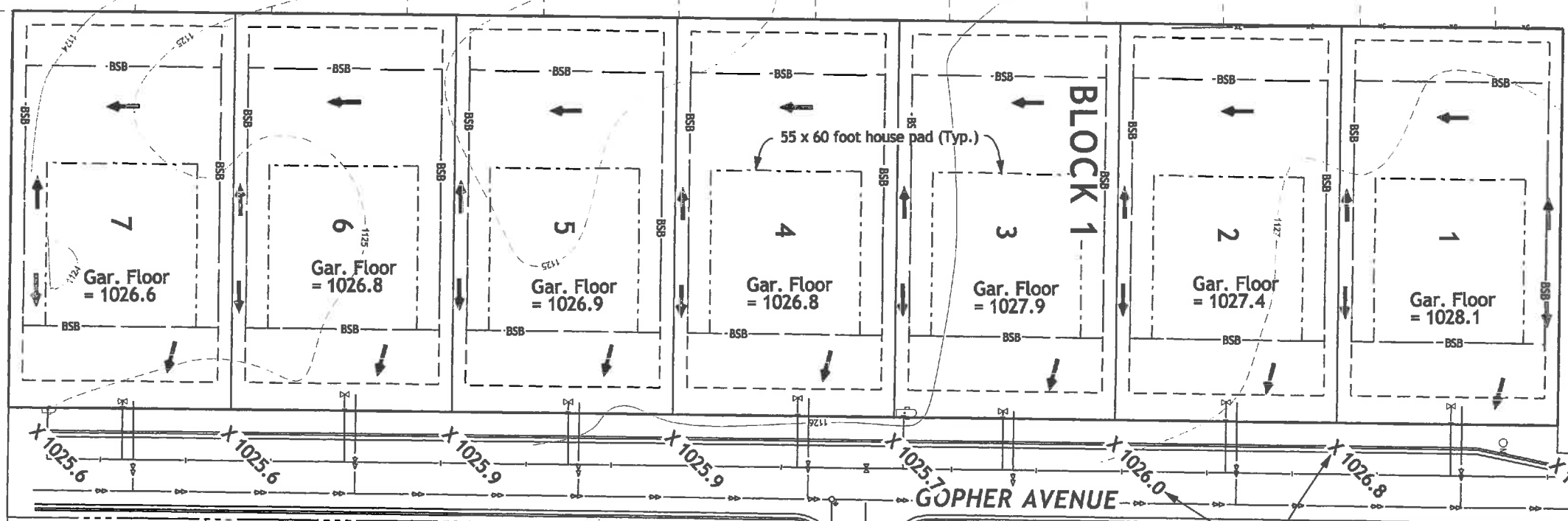
VILLAGE OF FOLEY

BADGER STREET

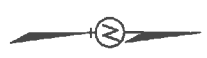
GOPHER AVENUE

FOLEY'S 2ND ADDITION TO FOLEY
BLOCK 1

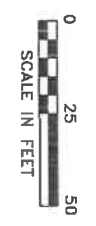
BLOCK A



THE DRAINAGE AND UTILITY EASEMENTS TO
BE DEDICATED AS PART OF THIS PLAT ARE
SHOWN AS THUS UNLESS OTHERWISE NOTED:



ORIENTATION OF THIS BEARING
SYSTEM IS BASED ON THE BENTON
COUNTY COORDINATE SYSTEM
NAD 83 (1986 HARN ADJ.)



↑ Denotes Direction of Surface Drainage

The garage elevations shown are
the minimum proposed elevation.
They assume a height of 6 inches
from the garage floor to the top
of the foundation.

COUNTY AUDITOR PLAT OF SW 1/4 OF
SECTION 25 T.37N. R.23W.

REVISIONS

KLB
KRAMER LEAS DELEO
SURVEYING • ENGINEERING • PLANNING
BRAINERD ST. CLOUD

PROJECT NO.

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY REGISTERED LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF MINNESOTA.
Signature: *Samuel J. DeLeo* 10/15/2018
Samuel J. DeLeo, MN License No. 40341 Date

SOUTH SIDE ESTATES
Grading Plan

For properties on Gopher Avenue
City of Foley, County of Benton, State of Minnesota
Located in Section 25, Township 37 North, Range 29 West

Sarah Brunn

From: Jon Halter <jhalter@sehinc.com>
Sent: Tuesday, October 16, 2018 10:53 AM
To: Sarah Brunn
Cc: Ripple, Adam; Mark Pappenfus; Scott, Nancy
Subject: Re: FW: Drainage Plan - South Side Estates

The swale that is depicted with the arrows in the back yards will be very flat (roughly 0.5%) and is shown to drain onto the neighboring property to the south.

I would recommend an alternative solution of a back yard catch basin with a storm pipe between lots 3 and 4. They could connect to storm sewer structure 603 or 604 (invert of 1022.10) that was constructed as a part of Gopher Avenue. This would allow for a swale with more grade in the back yards, and would direct the water to the storm sewer system in Gopher rather than to the neighboring private lot to the south.

Thanks

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™

From: Sarah Brunn <sbrunn@ci.foley.mn.us>
To: "Halter, Jon" <jhalter@sehinc.com>, Mark Pappenfus <mpappenfus@ci.foley.mn.us>, "Ripple, Adam" <aripple@rinkenoonan.com>, "Scott, Nancy" <nscott64@hotmail.com>
Date: 10/16/2018 07:57 AM
Subject: FW: Drainage Plan - South Side Estates

I received this just before last night's planning meeting. The planning commission made a recommendation to approve the South Side Estates plats contingent upon the city engineer's review and acceptance of the attached grading plan. There were some questions on elevations between lots 4 & 5 by Member Weis. Jon – if you could take a look and let me know if you have any concerns or if it looks fine to you. The rest of you should also take a peek as I want to make sure we are all ok before it moves forward to council on November 13th.

Thanks.

Sarah A. Brunn
City Administrator
sbrunn@ci.foley.mn.us



City of Foley251 4th Avenue North

P.O. Box 709

Foley, MN 56329

www.ci.foley.mn.us

320-968-7260 Office

320-968-6325 Fax

From: Sam DeLeo <deleo@kldland.com>**Sent:** Monday, October 15, 2018 4:13 PM**To:** Sarah Brunn <sbrunn@ci.foley.mn.us>**Cc:** ryan4realestate@gmail.com; Jon Halter <jhalter@sehinc.com>**Subject:** Re: Drainage Plan - South Side Estates

Sarah, the grading plan is attached. I made the font larger so it can be printed on an 11x17 sheet. I'm really sorry for not getting this to you last week. My crew chief was out sick most of the week and I had to take care of all of the field work on our construction projects. Please let me know if there are any questions.

Sam DeLeo, PLSdeleo@KLDland.com

Office 320-259-1266 Mobile 320-492-1824 Fax 320-259-8811

Kramer Leas DeLeo, P.C. 13 North 11th Ave. St. Cloud, MN 56303**From:** Sarah Brunn**Sent:** Wednesday, October 10, 2018 12:10 PM**To:** Sam DeLeo**Cc:** <mailto:ryan4realestate@gmail.com>**Subject:** Drainage Plan - South Side Estates

I did not see a drainage plan emailed to me yet, has that been completed?

I need to get planning packets out ASAP and should include that.

Thanks.

Sarah A. Brunn

City Administrator

sbrunn@ci.foley.mn.us**City of Foley**251 4th Avenue North

P.O. Box 709

Foley, MN 56329

www.ci.foley.mn.us

320-968-7260 Office

320-968-6325 Fax

[attachment "So Side Est Grading Plan 11x17.pdf" deleted by Jon Halter/seh]

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 – 26

A RESOLUTION APPROVING THE FINAL PLAT OF
SOUTH SIDE ESTATES

WHEREAS, pursuant to the proper notice duly given as required by law, the Foley City Council has met, heard and passed upon all objections to the proposed final plat to be known as South Side Estates;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Foley, Benton County, Minnesota:

1. The final plat of South Side Estates is hereby accepted and approved.
2. The appropriate City Officials are directed to execute the plat and such other documents as are necessary to record the plat.
3. The City Council acknowledges that it has found that the plat, of the property included in the plat, is in the best interest of the City of Foley.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 13th day of November, 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

DEVELOPMENT AGREEMENT
(Foley Mobile Properties)

THIS AGREEMENT is made effective this _____ day of _____, 2018, between the **CITY OF FOLEY**, a Minnesota municipal corporation (hereinafter called the “City”); and **FOLEY MOBILE PROPERTIES, LLC** a Minnesota limited liability company (hereinafter called the “Developer”).

RECITALS:

A. The Developer is the fee owner of the property legally described on the attached **Exhibit A** (the “Property”).

B. Developer purchased the property as a manufactured home park and is redeveloping it into seven, single-family lots.

C. As part of the redevelopment of the Property, Developer proposes to replat the Property as shown in **Exhibit B** (“Plat”).

D. As a condition of its approval of the redevelopment of the Property, the City requires that Developer to submit a site plan for approval (“Site Plan”).

E. As a condition of its approval of the redevelopment and Plat, the City requires that Developer enter into this Agreement to provide assurance of the completion of certain improvements and the payment of certain fees and charges.

AGREEMENT:

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as follows:

1. **DEVELOPER REPRESENTATIONS.** Developer represents and warrants to the City:

1.1 That the Developer is the owner of the Development Property and has authority to enter into this Agreement;

1.2 That Developer has disclosed to the City all lienholders or other parties in interest who should be joined in this Agreement and that no other person or entity shall have an interest in the Development Property prior and superior to this Agreement;

1.3 That the Plat and site plan for the Development Property comply with all City, County, State and Federal laws and regulations, including, but not limited to, City zoning ordinances.

2. **UTILITIES.** Existing utilities are installed throughout the Property. The conversion from manufactured homes to standard single family lots may necessitate minor adjustments to existing utilities.

2.1 **ALTERATIONS TO EXISTING UTILITIES.** Developer shall be solely responsible for all alterations to existing utilities including all costs and any necessary coordination with the utility provider.

3. **PLATTING.** The Development Property must be platted before construction may begin on the Development Property. The Foley City Council conducted a public hearing and adopted a resolution approving the Plat on _____, 2018. Plat approval is conditioned on all necessary road, drainage, and utility easements being dedicated to the City; this includes the additional 10 feet of width for Gopher Avenue as provided in the May 24, 2018 easement agreement.

4. **SITE PLAN.** The Foley City Council approved the Site Plan on _____, 2018 with the following conditions:

4.1 **Engineering.** The City and its Engineer must approve the civil engineering plans, including the grading plan and drainage plan for the Development Property.

4.2 **Driveways.** Any driveways shall be hard surfaced with a maximum width of 24 feet.

4.3 **Landscaping and Lighting.** The Development Property shall be landscaped in accordance with a landscaping plan approved by the City. Except for wetlands, all areas of a Development Property not occupied by buildings, parking and loading areas, drives, walkways, or other permitted structures must be landscaped with trees, shrubs, grass or other planted ground cover approved as part of the landscaping plan. All ground cover must be planted in such a manner as to present a finished appearance and reasonably complete coverage within six (6) months after planting with proper erosion control during plant establishment period. Developer shall have the ongoing duty to maintain, in an attractive condition, the landscaping on the Development Property. The lighting for the Development Property shall be completed and installed in accordance with the Site Plan, and related civil engineering plans. Lighting on the Development Property shall be developed so that it does not create or impose a nuisance on the neighboring properties or public roads.

- 4.4 **Mailboxes.** In the event clustered mailboxes are required, Developer will install and pay for clustered mailboxes and provide for a written document assigning maintenance, upkeep and replacement responsibilities and costs to the lots within the Property. Locations and types of mailboxes to be installed by Developer must be approved by the City and United States Postal Service prior to installation.

5. DEVELOPMENT COSTS. Developer acknowledges that the Property is subject to customary development costs.

- 5.1 **SAC/WAC.** The current Water Access Charge and the current Sewer Access Charge shall be charged to each lot of the Property at the time a building permit is issued. At the time this Agreement is approved, the present SAC amount is \$1,200 and the present WAC amount is \$1,500. Prior to the issuance of certificates of occupancy, Developer shall pay SAC and WAC charges at the rate in effect at that time.

- 5.2 **ASSESSMENTS.** Developer acknowledges assessments for street, sewer, water, and sidewalk for the Gopher Avenue Project. Developer expressly waives:

1. Notice of an assessment hearing;
2. Objection to any irregularity or procedural defect with regard to said assessment;
3. Any claim that the amount to be levied against the Property is excessive; and
4. All rights of appeal in all courts.

Owner agrees to pay the Costs either: in full no later than December 31, 2018 without interest, or as assessed to the Property by the City with interest.

The assessments have been levied against the Property consisting of 7 parcels as described prior to replatting. Upon replatting of the Property, the assessments shall be equally reapportioned on the newly platted lots based on lot size. Owner agrees to cooperate with the City on such reapportionment of assessments and waives all notice and appeal rights for reapportionment of the assessments under Minnesota Statute 429.071 Subd. 3.

- 5.3 **PARK DEDICATION.** The Development Property was previously developed with higher residential density, so park dedication is not required.

6. DAMAGE TO PUBLIC IMPROVEMENTS. Developer understands and acknowledges that it is responsible for all damage to streets, sidewalks, curbs, gutters, and storm sewers that results from development on the Development Property, including without limitation, the installation of the improvements and the construction of structures and parking areas within the Development Property. In the event the City determines, in its sole discretion, that repairs must be made, the Developer will be given ten (10) days written notice. If the Developer fails to make the repairs within the ten (10) day time period, the City may: i) withhold all approvals related to the Development Property; ii) withhold all approvals related to the affected area of the

Development Property; iii) make the necessary repairs, the cost of which Developer agrees to reimburse to the City; or iv) draw upon any security posted by the Developer with the City to affect the repairs in the manner it deems expedient.

7. **CITY COSTS.** The Developer shall pay all costs incurred by it or the City, including, but not limited to, legal, planning, engineering, and inspection expenses, in connection with the development, approval, and acceptance of the Plat, review of construction plans and documents, the preparation of this Agreement, and any other required agreements.

8. **SECURITY.** Developer shall post security with the City in the amount of \$10,000.00. The security shall be in a form acceptable to the City. Developer agrees that the existing security may be used to guarantee compliance with the terms of this Agreement, payment of all costs incurred by the City related to the Development Property. The security shall remain in effect until all financial obligations to the City have been satisfied.

9. **APPROVAL CONDITIONS.** As a condition of the City's approval, the Developer shall complete the following:

- 9.1 **UTILITY SERVICES.** Mark all water services locations with a metal post; mark the locations with GPS coordinates for all un-used water curb stops and lower the stops below grade prior to the issuance of any certificate of occupancy.
- 9.2 **ELECTRIC UTILITIES.** Complete any necessary realignment of electrical lines or transformers prior to the issuance of a certificate of occupancy for an affected lot.
- 9.3 **SURVEYED CORNERS.** Set the new property corners in accordance with the new plat prior to the issuance of any building permit.
- 9.4 **MISCELLANEOUS.** The City's approval of the Plat shall be contingent upon execution of this Amendment. This Agreement shall be recorded in the office of the Benton County Recorder in the State of Minnesota.

10. **ENFORCEMENT.** Developer shall reimburse the City for costs incurred in the enforcement of this Amendment or the PUD amendment, including reasonable engineering and attorneys' fees.

11. **TIME OF PAYMENT.** Developer shall pay in full all bills submitted by the City for obligations incurred under this Agreement within 30 days of submission to Developer. Failure to remit payment within 30 days shall constitute a default of this Agreement.

12. **INDEMNIFICATION.** Anything to the contrary herein notwithstanding, the City and Council, its officers, agents, employees, and representatives shall not be liable or responsible in any manner to the Developer, contractor or subcontractors, materialmen, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement; any and all work which is the Developer's obligation to perform pursuant to this Agreement; the grant by the City and its Council of any approval related to the Property, including, but not limited to, approval of any grading plan, drainage plan, preliminary, or final plats for the Property; the

failure by Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Development Agreement; the failure by the Developer to pay contractors, subcontractors, laborers, or materialmen; the failure by Developer to pay for materials; the failure by Developer to obtain necessary permits and authorization to construct the work described in this Development Agreement; or the City's exercise of any of its rights in the event of a default by Developer. Developer further agrees to indemnify, defend, and hold the City, its officers, engineers, agents and employees harmless from all such claims, demands, damages, actions, or causes of action, and all costs, disbursements, and expenses resulting from such claims, including attorneys' fees.

13. **DEFAULT AND REMEDIES.** If Developer fails in any way to perform or observe any covenant, condition, or obligation contained in this Agreement or any other agreement between Developer and the City relating to the Property, Developer agrees that the City may do any, all, or any combination of the following: (i) halt all further approvals regarding platting, improvements or issuance of building permits or occupancy permits relating to the Property; (ii) seek injunctive relief; (iii) terminate this Agreement and all of the obligations contained herein without terminating Developer's obligation to reimburse the City for costs it has incurred with regard to this Agreement or the Property; (iv) draw on or utilize any funds or other security provided to the City pursuant to this Agreement; (v) suspend any work or improvement on the Property by issuing a stop work order; and (vi) take any other action at law or in equity which may be available to the City.

14. **ASSIGNMENT.** This Agreement may not be assigned by Developer except upon obtaining the express written consent of the City; such approval shall not be unreasonably withheld.

15. **GOVERNED BY MINNESOTA LAW.** This Agreement shall be interpreted under the laws of the State of Minnesota and any court action related to this Agreement shall be venued in Benton County District Court unless another venue is agreed to by both the City and Developer.

16. **BINDING ON SUCCESSORS AND ASSIGNS.** This Agreement shall run with the Development Property and will be binding on and enforceable by and against the parties, their successors, legal representatives and assigns. This Agreement shall be filed with the Benton County Recorder.

17. **NO THIRD PARTY RECOURSE.** Third parties shall have no recourse against the City under this Agreement.

18. **RINKE NOONAN REPRESENTS CITY.** Rinke Noonan represents the City in negotiation and drafting of this Agreement. Developer is hereby advised to seek independent representation from a law firm other than Rinke Noonan to review and advise Developer as to the terms and ramifications of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above.

CITY OF FOLEY

By _____
Gerard Bettendorf
Its Mayor

ATTEST:

By _____
Sarah Brunn
Administrator-Clerk

FOLEY MOBILE PROPERTIES, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF BENTON)

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

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF BENTON)

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

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

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

Notary Public

THIS INSTRUMENT DRAFTED BY:

Rinke Noonan (AAR)

1015 W. St. Germain St., Suite 300

P.O. Box 1497

St. Cloud, MN 56302-1497

(320) 251-6700

File No. 04313-0252

EXHIBIT A

(Legal Description of the Property)

Lots 1, 2, 3, 4, 5, and 6, Block 1, Wildman & Tauer's Addition to Village of Foley, according to the recorded plat and survey thereof, Benton County, Minnesota.

AND

The North 290 feet of the West 149.5 feet of that part of the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of Section 25, Township 37 North, Range 29 West, Fourth Principal Meridian, Benton County, Minnesota, lying South of the South line of Block 1 of Wildman & Tauer's Addition to Village of Foley; Also, all that part of Block "A" of Foley's Second Addition to Foley, according to the recorded plat and survey thereof, Benton County, Minnesota, lying South of the North line of said Block 1 of Wildman & Tauer's Addition to Village of Foley, extended West across said Block "A" and lying North of a line drawn parallel with and distant 290 feet South of the South line of said Block 1 of Wildman & Tauer's Addition to Village of Foley, extended West across said Block "A".

(To be platted as <plat name>)

EXHIBIT B
(Plat)

<insert once it is available>

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018-30

A RESOLUTION ASSESSING UNPAID CHARGES

WHEREAS, the properties identified in Exhibit A have been in violation of the City of Foley Code of Ordinances Chapter XI, Section 1145:02 concerning weeds and tall grasses;

WHEREAS, the properties identified in Exhibit B have been in violation of the City of Foley Code of Ordinances Section 805 concerning sidewalk shoveling;

WHEREAS, notice of violation was provided to the owners of record for each of the properties;

WHEREAS, in the best interest of safety and health, and in accordance with City Ordinance, each property was mowed or shoveled and cleaned after failure of the owners to do so;

WHEREAS, the City did clean up the properties identified in Exhibit A and Exhibit B and charged such properties for services;

WHEREAS, the City has invoiced the owners of record for each property for the cleanup costs and provided notice of the City's intent to certify the unpaid charges for services; and

WHEREAS, the invoiced charges remain unpaid for each property.

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

1. Unpaid charges shall be assessed against the properties identified in Exhibit A and Exhibit B for costs of the cleanup including a certification charge of \$25.
2. The entire assessment shall be included with 2018 property taxes, payable in 2019.

3. The City Administrator shall transmit a certified duplicate of this assessment resolution to the Benton County Auditor. Such assessments shall be collected and paid over in the same manner as other property taxes.

PASSED AND ADOPTED by the City Council of the City of Foley this 13th day of November 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Exhibit A – Weed Elimination

PID#	Address	Charge	Fee	Total
130021200	310 3rd Ave Foley, MN 56329	\$150.00	\$25.00	\$175.00
130044800	631 Broadway Ave N Foley, MN 56329	\$50.00	\$25.00	\$75.00
		\$ 200.00	\$ 50.00	\$ 250.00

Exhibit B – Sidewalk Shoveling

PID#		Address	Charge	Fee	Total
130021200	310 3rd Ave	Foley, MN 56329	100.00	\$25.00	\$125.00
130030300	540 Main Street	Foley, MN 56329	25.00	\$25.00	\$50.00
			\$ 125.00	\$ 50.00	\$ 175.00

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018-31

A RESOLUTION ASSESSING UNPAID I/I SURCHARGES

WHEREAS, the properties identified in Exhibit A have unpaid surcharges for compliance failure of the requirements set for in City of Foley Code of Ordinances Section 310 – Prohibiting Storm Water Disposal into The Sanitary Sewer System;

WHEREAS, notice of unpaid surcharges and invoice was provided to the owners of record for each of the properties;

WHEREAS, the City has invoiced the owners of record for each property and provided notice of the City's intent to certify the unpaid charges for services; and

WHEREAS, the invoiced charges remain unpaid for each property in Exhibit A.

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

1. Unpaid charges shall be assessed against the properties identified in Exhibit A for the balance of unpaid, delinquent charges including a certification fee of \$25.
2. The entire assessment shall be included with 2018 property taxes, payable in 2019.
3. The City Administrator shall transmit a certified duplicate of this assessment resolution to the Benton County Auditor. Such assessments shall be collected and paid over in the same manner as other property taxes.

PASSED AND ADOPTED by the City Council of the City of Foley this 13th day of November 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Exhibit A

PID	Address	Charges	Cert. Fee	Total
130011800	131 2 ND Avenue	\$450.00	\$25.00	\$475.00
130012300	161 3 rd Avenue	\$450.00	\$25.00	\$475.00
130041900	601 4 th Avenue N	\$900.00	\$25.00	\$925.00
130045500	640 4 th Avenue N	\$674.98	\$25.00	\$699.98
130045900	670 4 th Avenue N	\$675.00	\$25.00	\$700.00
130050200	331 7 th Avenue N	\$338.99	\$25.00	\$363.99
130076200	244 Balsam Drive	\$783.49	\$25.00	\$808.49
130076700	264 Balsam Drive	\$900.00	\$25.00	\$925.00
130063200	273 Birch Drive	\$365.66	\$25.00	\$390.66
130045100	601 Broadway Ave N	\$225.00	\$25.00	\$250.00
130015900	170 Dewey Street	\$675.00	\$25.00	\$700.00
130037700	600 Dewey Street	\$675.00	\$25.00	\$700.00
130062100	242 Elm Drive	\$433.84	\$25.00	\$458.84
130061600	262.Elm Drive	\$899.98	\$25.00	\$924.98
130061500	266 Elm Drive	\$164.79	\$25.00	\$189.79
130055300	168 Hill Avenue	\$900.00	\$25.00	\$925.00
130039700	740 John Street	\$225.00	\$25.00	\$250.00
130097000	301 Murphy Street	\$675.00	\$25.00	\$700.00
130025800	230 4 th Avenue N	\$225.00	\$25.00	\$250.00

City of Foley
Subdivision Development
Findings & Order

Date: 101518
Applicant Name: K&K Tire & Auto
Property Location: _____
Zoning of Property: _____
Zoning Request: Final Plat Review

The following conditions apply to the subdivision development request:

1. _____

2. _____

3. _____

THE FOLEY PLANNING COMMISSION RECOMMENDS:

Approved ☒ Not Approved ☐

Comments: _____

Date

101518

Nate C. Swadlow
Chair, Foley Planning Commission

THE FOLEY CITY COUNCIL DETERMINES:

Approved ☐ Not Approved ☐

Date of Public Hearing: _____ Time: _____

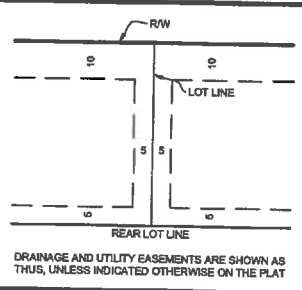
Results: _____

Date

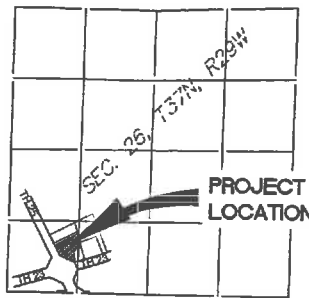
Mayor

FOLEY LOCKER

DRAINAGE AND UTILITY EASEMENT DETAIL



VICINITY MAP
SOUTH HALF OF THE SOUTHWEST QUARTER OF
SECTION 26, TOWNSHIP 37 NORTH, RANGE 29 WEST,
BENTON COUNTY, MINNESOTA
NOT TO SCALE



PROJECT AREA
139,293 SF

BLOCK 1
LOT 1 47,623 SF
LOT 2 91,340 SF

FLOOR-AREA-RATIO
0.60 (80%) MAXIMUM

BLOCK 1
LOT 1 0.11 (11%)
LOT 2 0.08 (8%)

MINNESOTA DEPARTMENT OF
TRANSPORTATION RIGHT OF
WAY PLAT NO. 05-38

KNOW ALL PERSONS BY THESE PRESENTS: That K & K Tire & Auto Center Holdings, LLC, a Minnesota limited liability company, fee owner of the following described property, situated in the City of Foley, County of Benton, State of Minnesota to-wit:

That part of the Southwest Quarter (SW1/4) of Section 26, Township 37 North, Range 29 West, Fourth Principal Meridian, Benton County, Minnesota, described as follows, to-wit:

Commencing at the Southeast corner of said SW 1/4 of Section 26; thence North 89°49'30" West (assumed bearing) along the south line of said SW 1/4 for 1293.35 feet to a line drawn parallel with and 75 feet northeasterly of, as measured at right angles to, the center line of Minnesota Trunk Highway number 25 (Hwy 25) as the same is now constructed and traveled; thence North 27°19' West and parallel with said center line of Hwy 25 for 580.97 feet to a line drawn parallel with and 75 feet northerly of, as measured at right angles to, the center line of Minnesota Trunk Highway Number 23 (Hwy 23) as the same is now constructed and traveled; thence North 73°53'48" East and parallel with said center line of Hwy 23 for 200.19 feet to the point of beginning of the land to be described, said point being marked by a highway right of way monument; thence North 8°21'45" West for 204.08 feet to a point distant 231.05 feet North 16°06'12" West and 200.00 feet North 73°53'48" East of the point of beginning; thence North 16°06'12" West for 285.66 feet; thence South 62°41'00" West for 489.14 feet to a line drawn parallel with and 75 feet northeasterly of, as measured at right angles to, said center line of Hwy 25; thence South 27°19'00" East for 208.68 feet to a highway right of way monument; thence South 68°45'51" East for 309.05 feet to the point of beginning.

Has caused the same to be surveyed and platted as FOLEY LOCKER and do hereby donate and dedicate to the public for public use forever the public ways and drainage and utility easements as shown on this plat.

In witness whereof said K & K Tire & Auto Center Holdings, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officers this ____ day of ____, 2018.

Kathryn Lou Kackley Olson, President

Roger William Kackley, Vice President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of ____, 2018, by Kathryn Lou Kackley Olson, President, and Roger William Kackley, Vice President, of K & K Tire & Auto Center Holdings, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota (Printed Name)

My Commission Expires _____

SURVEYOR'S CERTIFICATION

I, Daniel W. Skinner, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of ____, 2018.

Daniel W. Skinner, Licensed Land Surveyor
Minnesota License No. 40827

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 2018, by Daniel W. Skinner, Licensed Land Surveyor. Minnesota license No. 40827.

Notary Public, _____ County, Minnesota (Printed Name)

My Commission Expires _____

CITY COUNCIL OF THE CITY OF FOLEY, MINNESOTA

This plat of FOLEY LOCKER was approved and accepted by the City Council of the City of Foley, Minnesota, at a regular meeting held this ____ day of ____, 2018, and is in compliance with the provisions of Minnesota Statutes Section 505.03, Subdivision 2.

Gerard Bettendorf, Mayor

Sarah Brunn, City Administrator

COUNTY SURVEYOR, Benton County, Minnesota

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of ____, 2018.

Jerome C. Wittstock, County Surveyor

COUNTY ENGINEER, Benton County, Minnesota

This plat was recommended for approval this ____ day of ____, 2018.

Chris Byrd, County Engineer

COUNTY AUDITOR/TREASURER, Benton County, Minnesota

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of ____, 2018.

Nadeen Inman, County Auditor/Treasurer

COUNTY RECORDER, Benton County, Minnesota

I hereby certify that this plat of FOLEY LOCKER was filed in the office of the County Recorder for public record on this ____ day of ____, 2018, at ____ o'clock ____ M. and was duly filed in Book ____ of Plate, Page ____ as Document Number ____.

Cheryl Kantor, County Recorder

MINNESOTA DEPARTMENT OF
TRANSPORTATION RIGHT OF
WAY PLAT NO. 05-38



Scale 0 25 50 100 feet

ORIENTATION OF THIS BEARING SYSTEM
IS BASED ON THE SOUTH LINE OF THE
SOUTHWEST QUARTER TO HAVE AN
ASSUMED BEARING OF N 89°49'30" W

- DENOTES FOUND IRON MONUMENT
- DENOTES SET IRON MONUMENT

SW CORNER OF THE SW1/4
SEC. 26-37-29

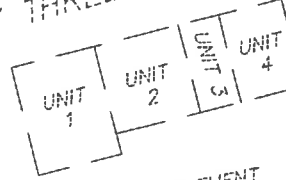
N 89°49'30" W 1322.39

SOUTH LINE OF THE SW1/4
SEC. 26-37-29

N 89°49'30" W 1293.35

SE CORNER OF THE SW1/4
SEC. 26-37-29

C.I.C. NO. 35
FOLEY THREE CONDOMINIUM



CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2018 – 25

A RESOLUTION APPROVING THE FINAL PLAT OF
FOLEY LOCKER

WHEREAS, pursuant to the proper notice duly given as required by law, the Foley City Council has met, heard and passed upon all objections to the proposed final plat to be known as Foley Locker;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Foley, Benton County, Minnesota:

1. The final plat of Foley Locker is hereby accepted and approved.
2. The appropriate City Officials are directed to execute the plat and such other documents as are necessary to record the plat.
3. The City Council acknowledges that it has found that the plat, of the property included in the plat, is in the best interest of the City of Foley.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 13th day of November, 2018.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator



Foley Police Department

Calls for Service - 2018

	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	6	9	11	9	13	10	10	14	15	13			
Equipment Vio.	13	18	5	14	24	13	17	16	11	14			
Speed	12	10	13	9	20	10	11	8	12	11			
DWI/DUI	0	1	2	1	1	1	1	0	1	0			
DAR/S/C	3	1	1	1	0	1	5	3	3	0			
# Citations Issued	*9	*1	*1	*4	*7	*4	*7	*5	*6	*2			
Accidents	1	1	8	5	0	1	3	3	2	2			
Hit and Run	2	0	0	2	0	2	0	0	2	3			
Gas Drive Offs	5	2	0	1	1	1	5	1	2	3			
Thefts	4	7	12	4	6	14	10	7	10	6			
Controlled Substance	2	0	2	1	1	4	5	4	1	2			
Suspicious Activity	16	4	10	13	11	7	19	23	19	12			
Burglaries/Robbery	0	0	3	1	1	4	2	1	0	1			
Medicals/Welfare	15	9	12	19	32	18	19	18	24	22			
Assaults/Domestics	2	5	12	5	4	6	2	6	9	3			
Harassment	4	2	5	3	3	6	2	2	2	3			
CDP/Vandalism	1	1	1	1	3	1	2	3	4	6			
Animal Complaints	4	0	5	4	8	7	10	14	8	8			
City Ordinance	0	3	1	7	14	2	3	10	11	2			
Parking Tickets	26	16	32	0	1	1	0	1	0	0			
Disturbing the Peace	0	3	6	2	3	3	9	9	6	3			
Gun Permits	2	8	1	4	1	2	3	0	2	3			
Warrant Arrests	1	0	2	1	0	1	4	1	1	1			
Civil	3	9	8	4	4	3	3	5	10	5			
Lockout	3	4	3	3	5	3	4	2	4	8			
Assist other Agencies	11	12	10	13	13	20	14	15	22	12			
Special Events	17	19	18	3	12	3	8	1	2	4			
Misc.	23	27	50	48	73	48	50	66	45	59			
TZD Hours	0 Hours	0 Hours	0 Hours	0 Hours	0 Hours	0 Hours	0 Hours	0 Hours	0 Hours	0 Hours			
Total:	176	171	233	178	254	192	221	233	228	206			

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

KM8801



QUOTE SPH18-44

jason@steppmfg.com / VP Sales
joan@steppmfg.com / Sales Coord
charlie@steppmfg.com / East Coast Rep
carl@steppmfg.com / Midwest Rep

Stepp Manufacturing Co., Inc. 12325 River Road North Branch MN 55056 Ph: 651-674-4491 Fx: 651-674-4221

TO	Mark Pappenfus	COMPANY	City of Foley Public Works
PHONE/FAX	320-290-9186	ADDRESS	Box 79
EMAIL	mpappenfus@ci.foley.mn.us	CITY/STATE/ZIP	Foley MN 56329

MN CONTRACT P-961 (5)

DATE	EARLIEST SHIP	FOB	SALES REPRESENTATIVE	
10/24/2018	TBD	Destination	Carl Abbott	
ITEM #	DESCRIPTION	QTY	UNIT TOTAL	LINE TOTAL
SPH-3.0	Stepp Trailer Mounted Premix Heater 3.0cy 4ton	1	19676.00	\$ 19,676.00
	Diesel Burner w/Auto Temp	1	4734.00	4,734.00
	Electric Overnight Heat 110v 1500W	1	1422.00	1,422.00
	2 Light System	1	0.00	0.00
	Electric Brakes	1	0.00	0.00
	Options To Consider:			
	Washdown System +719			
	Hose Reel for Washdown +539			
	LED Arrow Board +1360			
	LED Strobe Light (Beacon or Flush) +327 each			
	2 LIGHT LED System +584			
	PAINT:			
	HITCH:			
	LIGHT PLUG:			

We are pleased to submit the above quote for your consideration. Should you place an order, be assured it will receive our prompt attention. Price does not include local, state, or federal tax unless otherwise noted.

*Please note: This quote is valid for 60 days from the above date.

There after it is subject to change.

Subtotal	\$ 25,832.00
TRADE IN	\$ (1,000.00)
Freight	82.50
Total Due	\$ 24,914.50

THANK YOU FOR YOUR BUSINESS!

**School Resource Officer
Foley Public Schools
10-08-2018**

1. Update on status
 - a. District
 - i. 85% Staff support
 - ii. 86% Parental support
 - iii. School Board is in favor
 - b. City of Foley
 - i. Strong support from the Council
2. Concerns
 - a. None at this time
3. District Goals
 - a. Education
 - b. Information
 - c. Prevention
 - d. Intervention
4. Job Description
5. Target Start Date
 - a. Approval November
 - b. Official hire/start date January/February 2019
6. Work hours
 - a. 7:30 a.m.-3:30 p.m.
7. Days of Service to Foley Public Schools
 - a. Student Contact days (169)
8. Other school events will be covered through modification of the duty day per City of Foley contract.
9. Hiring Procedures
 - a. **Officer Employed by the City**
 - i. City shall employ in accordance with applicable state statutes a police officer or officers to serve as School Liaison Officer in District schools. City shall do the selection and assignment of such officers in agreement with appropriate District personnel. City shall assume all obligations and payments with regard to officer's salaries and benefits including workers compensation, PERA, withholding taxes, etc. District will reimburse City as defined in this document. The District may refuse to accept for assignment in the School Liaison Officer position any individual it deems inappropriate or inadequate for the position.
10. Cost
 - a. **Duration of Cost**

- i. It is the intent of both parties to share equally (50% each party) the net cost of providing a High School Liaison Officer. Any donations or grants received by either party with the expressed specific intent of offsetting the expense of providing a School Liaison Officer will also be shared equally. At the time of implementation, and prior to June 1 of each subsequent year, the City will provide the District with an estimated total annual net cost of providing a School Liaison Officer. The District will pay the City 50% of the District's estimated cost on or about January 1 of each year and the remaining 50% of the District's estimated cost on or about June 1 of each year. All discrepancies between the estimated annual net cost and the actual net cost will be adjusted with the June 1 payment unless they are significant enough to warrant an adjustment earlier in the year.
- b. Compensation
 - i. \$83,000 including salary and benefits
 - ii. School District and City of Foley will split 50%/50%

11. Evaluation

- a. City of Foley with input from the District

JOB DESCRIPTION FOR FOLEY PUBLIC SCHOOLS

JOB TITLE: School Resource Officer

JOB SUMMARY: To provide a safe and supportive environment in the school setting.

REPORTS TO: Foley Chief of Police

LOCATION: Foley High School

MAJOR JOB DUTIES:

- Education
 - Provide classroom support in the area of safety
 - Distracted Driving
 - Chemical Use
 - Law Enforcement in the Community
 - Gives presentations to classrooms, faculty, administration, or other groups regarding criminal justice issues
 - The School Resource Officer may collaborate with DARE program
- Information
 - Inform school personnel about community law enforcement trends
 - Keep school officials informed about relevant changes in laws
 - Informs school administrators on ongoing investigations that concern school issues or might affect decisions that administrators make
 - Attend staff meetings as a support for school personnel when requested
 - Collect relevant interaction data
- Prevention
 - Be present during non-structured student time
 - Passing Times
 - Lunches
 - Parking Lots
 - Assemblies
 - Student arrival and dismissal
 - Support all buildings including Foley Elementary, Foley Intermediate, Foley High School, Alternative Learning Center, and Foley District Office
 - The expectation will be the School Resource Officer will project a positive image of the law enforcement profession and build relationships with students and staff.
- Intervention
 - Intervene with significant violent behaviors by students
 - Protects students and school staff from acts of violence
 - Intervene with chemical use issues
 - Provide support for weapons violations
 - Provide support for intruder procedures

Qualifications including Education/Skills/Training Required:

- Completion of a four-year college degree or two-year vocational-technical coursework in law enforcement from one of sixteen POST (Police Officer Standards and Training) –certified Peace Officer education programs.
- On-going education and training (e.g., State training in Use-of-Force, firearms, defensive driving training, First Responder training, MN CIT training, and other training requirements as mandated by the State of Minnesota to include minimum 48 hours continuing education every three years to maintain a Minnesota Peace Officer License). Job recruit or incumbent must also meet Minimum Selection Standards established by the POST Board and any applicable standards set by the City of Foley and Foley Public Schools.
- As required by the position, uses all appropriate and necessary equipment for a Police Officer in the execution of duties (e.g., squad car, radio and other communication devices, firearm, handcuffs, taser, rubber gloves). Administrative duties require use of office equipment such as a computer, copier, fax machine, and other standard equipment.
- Completion of Basic School Resource Officer Training as soon as course is offered.

Physical Demands of the Position:

Active police duty involves driving in the squad car, walking on patrol, and outside work which is subject to variable and extreme weather conditions. Patrol duties may also involve very dangerous or fatal hazards (e.g., high-speed chases, other traffic, or criminals/suspects). Administrative aspects of the job are performed in a normal office environment. Constant sitting and continuous movement or normal lifting of office supplies are customary.

Bargaining Unit: City of Foley

School Policy: Works within the parameters of Foley School Board Policy 506, 532 and 532.1 pertaining to School Resource Officer and Law Enforcement

~~_____~~

Cash Balances as of June 30, 2018

General Fund	\$	1,130,218	Water Exp	\$	467,636.00	Water Rev	\$	473,100.00	Difference	\$	5,464.00
Expendable Trust Fund	\$	507,992									
Water Fund	\$	1,627,623									
Sewer Fund	\$	2,437,409									
Fire Dept. Fund	\$	563,181									
Swimming Pool Fund	\$	399,232									
Revolving Loan Fund	\$	74,264									
Economic Development Authority	\$	35,949									
Grant Loan Fund	\$	106,287									
TIF #1-8 (Gorecki)	\$	6,620									
TIF #1-9 (Silt Sock)	\$	(50,743)									
Equipment Fund	\$	40,136									
Street Projects Fund	\$	14,762									
2014 Capital Improvement	\$	450,000									
2008 Improvement Bond	\$	213,087									
2011 Improvement Bond	\$	172,204									
2015 Improvement Bond	\$	304,589									
2018 Improvement Project	\$	(66,593)									
	\$	7,966,217									

*Differences includes depreciation estimates (non-cash item)
Water - 70,000
Sewer - 120,000

Amount Needed to Balance the Budget:

General Fund	\$1,345,475.00	County Levy Form	\$577,147.00
Fire Department	81,500.00		81,500.00
Swimming Pool	69,250.00		69,250.00
2008/2012A Improvement Bond*	190,000.00		190,000.00
2011 Improvement Bond*	79,000.00		79,000.00
2015 Improvement Bond	34,000.00		34,000.00
2018 Improvement Bond	0.00		
Total Amount Needed	\$1,799,225.00		
Less Gov't Aid	768,328.00		
Proposed Levy	\$1,030,897.00		

The proposed levy is an increase/decrease of:
The LGA is an increase of:

4.31% Levy Increase
Tax Capacity Increase estimated at 6%

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 11-13-18 COUNCIL MEETING
DATE: NOVEMBER 7, 2018

Consent Agenda

We have not had any additional questions or comments following the fire contract meeting that was held on October 30th. The draft contract that was in your last council packet is in your packet for this meeting to be approved via consent agenda. We will then work on obtaining signed copies from each township/city.

We have been back and forth with Foley Lumber on the purchase of a piece of land from city adjacent to their property. A purchase agreement is in the consent agenda for a purchase price of \$7500. This purchase agreement assumes Foley Lumber will handle the split of the property and other necessary fees. Foley Lumber is still in review of the contract language and I will forward any additional comments or changes they have.

The personnel committee met with the non-union employees and is recommending approval of a few adjustments to the step schedule and benefits. A summary of these adjustment is outlined in your council packet. The costs of these adjustments are covered in the 2019 budget.

2018 Election Results

A resolution with the unofficial results is found in your packet to canvass the election results. These results remain unofficial until they are canvassed at the meeting.

2018 Final Assessment Hearing

A public hearing notice was sent to all affected property owners of the 2018 Improvement Project. A copy of the letter and final amounts are included in your packet. Prior to approval of the final roll the council will also need to address some properties with I&I issues. A number of properties were determined to be unable to complete their service lateral repairs due to extraordinary circumstances. These properties are outlined in Resolution #2018-27 and with the memo provided by the city engineer. Prior to approval of the assessment roll I'd ask the council to address this resolution and determine their compliance with the ordinance. As the resolution also indicates certain circumstances would require them to make the service lateral repair at a later date. If the council has any questions on any of these properties please let staff know. Following the I&I resolution the council should act upon the final assessment resolution once the public hearing has been closed. These assessment roll will then be certified to the county for placement on taxes in 2019. Property owners also have the option of prepaying their assessment in full by contacting City Hall.

Public Hearing – South Side Estates – Preliminary and Final Plat Review

A public hearing will be conducted on the preliminary plat of South Side Estates which is the Gopher Avenue Redevelopment project. The planning commission has reviewed both the preliminary and final plan and also the terms of the development agreement. They are recommending approval following the public hearing with the condition the city engineer approves the drainage plan. Notes on the drainage plan are also found in your packet in an email from Jon Halter. If approval occurs I will arrange for recording at the county.

Assessment of Weed, Snow & I/I Charges

There are 2 separate resolutions in your packet for weed, snow and I&I penalty charges. A public hearing must occur prior to the approval of this assessment roll. Once the hearing is complete and the council approves I will certify to the county for collection with next year's taxes.

K&K – Final Plat Approval

A copy of the final plat is included in your council packets. Once the resolution is approved staff will obtain the necessary copies to record at the county.

Discussion on Hot Box Purchase

Public Works Director Mark Pappenfus has asked to include a quote on purchasing a hot box and will present in his department report.

Discussion on School Resource Officer

Staff has been working with the school on creating a school resource officer position. The school board will be addressing an approval to create and fill this position in the beginning of 2019. They have asked the city to also make that move and approve the hiring process. A summary of the discussion and draft job description is included in your packet. The plan is to first seek candidates internally, from either our full or part-time officers. If there is no luck filling internally, advertisement externally would occur. There is hope to have this filled and on staff by January 1st or soon after.

There have been discussions on applying for grant funds for this position. However, if the city desires to apply for the grant the position cannot move forward until the application period is complete as they do not allow for any funds to be received after the fact. The school does not desire to wait what would likely be close to another year to apply for grant funding and then move forward. If the council is ok moving forward without applying for grant funds staff wants them to be aware there will be an impact on the budget. We accommodated for roughly half the cost of our share of this officer in the 2019 budget so moving forward at the beginning of the year could result in excess police expenditures of approximately \$20,000 for 2019. We can discuss this item further at the meeting on Tuesday.

Discussion on 2019 Budget

I have provided the summary sheet for the 2019 budget. This budget can be lowered but not raised and this tax levy has been submitted for the proposed tax statements which are mailed to all property owners. The city council will adopt the final budget on December 4th so the council will need to let me know of any changes.

Discussion on vacant/temporary councilmember positions

Councilmember du'Monceaux resigned for her position at the end of last month creating a vacancy. Councilmember Kasner also has completed his temporary appointment as the election of the special seat has occurred, this will be his last meeting. Since we have 2 vacancies the council can appoint both elected candidates to fill those spots after canvassing has occurred.

Safe Routes to School – Rapid Planning Session

We will be conducting a rapid planning session for our safe routes to school planning project on November 13th. Various representation from the city, county, school and community will be participating in this event. The information and feedback gathered will be incorporated into the safe routes plan. Staff will update you on the next steps following the meeting!

Annual Appointments

It's that time of year where we need to consider annual appointments for 2019. We have begun advertising for our health board, planning commission, EDA and library board. Please have any interested parties contact City Hall to learn more. More information is also available on our city website.

Upcoming Reminders:

- November 12, 2018 – Veteran's Day – City Offices Closed!
- Planning Commission Meeting – November 19, 2018 (moved due to Veteran's Day holiday)
- November 29, 2018 – 6pm – Foley Library Community Meeting – Council is encouraged to attend if available!
- December 4th – Next council meeting, final 2019 budget adoption!



RINKE NOONAN
attorneys at law

October 26, 2018

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

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

Re: 2019 Legal Representation and Rates
Our File No. 00004-0621

Dear Mayor and City Council:

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

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

As we look forward to serving you, I have attached our municipal rates for 2019. For our governmental clients, we continue to offer rates which are significantly lower than our firm charges non-governmental clients. Depending on the attorney, the discount is 10-25% per hour less than our ordinary private client rates. Our paralegal rate is also discounted. These rates will be applied to work beginning January 1st.

We understand the financial realities of government and we remain vigilant to keep the total costs of services in line with your expectations. Over the course of 2018, we have refined our practice with city administration to minimize meeting attendance and costs when appropriate. Of course, as you are well aware, rates represent only part of the story. Our firm does not charge for the garden variety reimbursements such as postage, copies, secretary typing time, except for direct reimbursement for amounts we pay to third parties. Our success and growth has been built on strong client relationships, and our focus on the total cost to our clients has been at the very foundation of those relationships.

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


www.rinkenoonan.com

[3138992] 2019 Legal Representation and Rates - Foley.docx

City of Foley
October 26, 2018
Page 2

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam A. Ripple', is written over a horizontal line.

Adam A. Ripple
AAR/mjr

Enclosure

Municipal Rate Fee Schedule 2019

Attorney 0-3 years' experience		\$180.00 per hour
Attorney 4 plus years' experience		\$235.00 per hour
Attorney 7 plus years' experience		\$285.00 per hour
Paralegal		\$145.00 per hour
Legal Tech.		\$80.00 per hour
Word Processor		No Charge

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