



**City Council – Meeting Agenda
September 3, 2019 – 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 August 6, 2019.
 - Approve minutes of August 20, 2019.
 - Approve contract for deed with Eugene Paul & Properties, LLC.
 - Approve Amendment to South Side Estates Development Agreement.
 - Adopt Resolution #2019-12 Adopting Reassessments of South Side Estates.
 - Approve payment of bills.
5. Foley Fire Relief – Bryan Moshier
6. Discussion on 2020 Budget
 - Adopt Resolution #2019-11 Adopting Preliminary Levy
7. Update/Discussion on wastewater project.
8. Mayor's Comments & Open Forum
9. Department Reports:
 - Police Department –Katie McMillin
 - City Engineer – Jon Halter
 - Hwy 25 Trail Extension Design Work Agreement.
 - Public Works – Mark Pappenfus
 - Administration – Sarah Brunn
 - Update on county solar garden projects.
 - Planning Commission Update
10. Old Business
 - Discussion on manufactured/modular homes moratorium.
 - Update/Discussion on unlicensed rental property.
 - Discussion on sump pumps – Letter from 309 Oak Drive.
11. New Business
12. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – August 6, 2019

The Foley City Council held a regular meeting on August 6, 2019, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Rosalie Musachio Gary Swanson and Jack Brosh.

Members Absent: None

The pledge of allegiance was recited.

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

Consent Agenda

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

- Approve minutes of July 9, 2019.
- Adopt Resolution #2019-09 Accepting Donation.
- Adopt Resolution #2019-10 Conditional Use Permit Clarification.
- Approve promotion of Bart Kothman to full-time police officer position.
- Approve liability coverage waiver form.
- Approve payment of bills paid for by checks #51477 - #51543.

Motion carried, unanimous.

Discussion on South Side Estates

Ryan Schmit was at the meeting to update the progress on the South Side Estates project. Schmit asked about exploring the option of using manufactured housing. Schmit indicated a similar development in Milaca. Brosh asked the price range and indicated about \$150,000-\$170,000 and would include a garage. Single family construction would likely be about \$230,000 or more. Bettendorf indicated concern with it going back to a trailer house look and was against manufactured housing. Brosh asked about a crawl space which Schmit indicated it would have. Musachio and Swanson asked for clarification on manufactured versus modular. Swanson indicated a desire for patio stick built homes. Gondeck asked if they can be taken out and Schmit indicated yes. Gondeck had concerns with it being mobile. Schmit indicated the lots are not listed yet. Musachio indicated a modular is preferred over a manufactured home and had some concerns with manufactured. Brosh confirmed it is allowed by the current code.

Mayor's Comments and Open Forum

Judy Weis, 340 2nd Avenue, was at the meeting reporting back about independent libraries. Weis indicated that Maple Lake and Crosby are independent. Weis indicated Maple Lake is ten years old and only lacks e-books. Crosby is a standalone library and has more than the Foley library as far as services and materials. The Crosby library budget is about \$150,000. Benton County currently pays \$500,000 per year towards the Great River Regional System. Weis requested a spot on the agenda of the council in the future for an update on the library at each meeting.

Laura Olson, 11532 Schoolhouse Road, indicated things are not running smoothly with the library and that is they are here. Olson indicated it is a huge part of the community and Great River is tying our hands and does not work well with the local community. Olson indicated beside Ed Popp, the board

does not always represent Foley well. Olson has concerns with administration at Great River and wants us to consider that in the future. Swanson suggested some discussions be had with the Benton County Commissioners to gather more input.

Department Reports

Police Chief Katie McMillin reviewed the monthly law enforcement report. McMillin also indicated she will be co-hosting a class with Sheriff Heck on fraud in September.

City Engineer Jon Halter updated the council on Glen Street with the overlay being completed the past week. Halter also indicated repairs to Birch Drive have been completed which will help with the drainage. Halter also updated the council on some design changes to the city alley project which will help with drainage and slope moving forward. Pipework should be started in late August with a finished product in a month or so. Lastly, Halter indicated that we could complete the Highway 25 trail next year and staff will be reviewing it with the budget. Swanson asked about landscaping on the Dewey project and Halter indicated that work will continue again when the heat subsides a bit in late summer/early fall.

Public Works Director Mark Pappenfus presented a quote to replace the play structure that is broken in Lion's Park. The quote is for \$32,982 with supervised installation on a state bid. There was discussion on the life expectancy of the equipment. Motion by Swanson seconded by Gondeck to approve the purchase. Motion carried, unanimous.

Pappenfus indicated the last day of the pool is August 25th. The diving board will be replaced soon after closing. An additional trail overlay will be completed this week on the Kiwanis Trail. Pappenfus asked the council to drive out and look at 13th Avenue for a possible drain tile project. Brosh asked for signs prohibiting ATV's to be removed.

Old Business

Brunn asked if the council had any additional comments or concerns regarding the sump pumps.

Brunn updated the council on not having a final connection number and needing council direction on the design process at the next meeting. Brunn suggested a statement of qualifications could be provided by both S.E.H. and AE2S. Motion by Gondeck, seconded by Musachio to receive Statement of Qualifications from both AE2S and S.E.H by the next meeting. Motion carried, unanimous.

Brosh re-addressed the mayor and councilmember salaries. Motion by Brosh seconded by Swanson to amend the code of ordinances to a salary of \$150/meeting for mayor and council, \$75 per half day training, \$150 per full day training effective January 1, 2021. Gondeck indicated he was against the proposed increase. Brosh, Swanson, Brosh – aye. Gondeck, Bettendorf – nay. Motion carried.

New Business

Brunn overviewed a potential land sale of the industrial park. This land sale would include all available property remaining in the park. The council indicated a desire to consider the offer.

Bettendorf closed the regular meeting at 6:36pm to discuss land prices for real estate. Mayor Bettendorf re-opened the regular city council meeting.

The City Administrator was directed by council to counter-offer on the proposal to sell the land with the interested buyer.

Motion by Gondeck seconded by Musachio to adjourn. Craig Gondeck, 9575 Sucker Creek Road, Rice, MN 56367, asked to address the council and commended city staff especially Mark Pappenfus and Sarah Brunn as long as the council on the good work of the city. Motion carried, unanimous.

Sarah A. Brunn, Administrator

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – August 20, 2019

The Foley City Council held a regular meeting on August 20, 2019, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Gerard Bettendorf, Councilmembers Jeff Gondeck, Rosalie Musachio Gary Swanson and Jack Brosh.

Members Absent: None

The pledge of allegiance was recited.

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

Discussion on 2020 Budget

City Administrator Sarah Brunn overviewed the city investments including balances and type of investments and the year-end report as of the end of 2018. Brunn overviewed the city debt including future obligations and callable dates.

There was discussion on the operational budget including the general fund, municipal pool, police department and parks. Capital work in the bathrooms at Lion's Park is planned. There was discussion on rental fees at the parks. There was discussion on water and sewer budgets and rates. A 5% rate increase is planned. There was discussion on the fire department, operational and capital items. There was discussion on the expendable trust fund. There was discussion on capital items and lighting plans. The fee schedule was reviewed.

Brunn overviewed the timeline for the rest of the budget process. The council indicated a desire to proceed with the budget as presented. The proposed increase is just over 4% but tax capacity is estimated to increase approximately 15%.

Discussion on South Side Estates

Brunn overviewed an option to forgive \$5,000 of assessments on each of the lots in South Side Estates for a total of \$35,000 in order to make a deal with a developer for stick-built homes. Motion by Gondeck, seconded by Musachio, to direct staff to amend the development agreement to reduce \$35,000 of assessments total (\$5,000 for each of the 7 lots) and add a condition of stick-built home on all lots. Motion carried, unanimous.

Discussion on the Library

Brunn updated the council on the library and asked if the council would be interested in participating in a meeting with representatives of Great River Regional Library and the library board. The council expressed a desire to work through the issues at hand but indicated the concerns are primarily with the library board and Great River. Member Jack Brosh volunteered to sit in as a representative of the City.

Discussion on Solar Subscriptions

Mike from IPS dropped off solar subscription information for the council to consider as they are constructing solar sites just outside the city limits. Brunn indicated the city is currently providing comments on two potential solar sites being proposed and working through county planning and zoning.

Motion by Gondeck, seconded by Musachio, to adjourn at 6:41pm. Motion carried, unanimous.

Sarah A. Brunn, Administrator

CONTRACT FOR DEED

Dated: September 3, 2019

THIS CONTRACT FOR DEED is made on the above date by the **City of Foley**, a Minnesota municipal corporation ("City"), and **Eugene & Paul Properties LLC**, a Minnesota limited liability company ("Purchaser").

City and Purchaser agree to the following terms:

1. **PROPERTY DESCRIPTION.** City hereby sells, and Purchaser hereby buys, real property in Benton County, Minnesota, described as follows:

<Lots 1, 2, 3, and 4, Block 5 FOLEY INDUSTRIAL PARK (Tax PID Nos. 130069400, 130069500, 130069600, and 130069700)>

together with all hereditaments and appurtenances belonging thereto (the "Property").

2. **TITLE.** City warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:

- (a) Covenants, conditions, restrictions, declarations and easements of record, if any;
- (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (c) Building, zoning and subdivision laws and regulations;
- (d) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 7 of this Contract; and
- (e) The following liens or encumbrances: none.

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchaser's prompt and full performance of this Contract, City shall:

- (a) Execute, acknowledge and deliver to Purchaser a Quit Claim Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraphs 2(a), (b), (c) and (d) of this Contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances: none.

- (b) Deliver to Purchaser the abstract of title to the Property or a title commitment.
- 4. PURCHASE PRICE. Purchaser shall pay to City, the sum of \$178,228.35 as and for the purchase price for the Property, payable as follows:
 - (a) \$5,000.00 as earnest money and down payment, the receipt of which is hereby acknowledged; and
 - (b) \$24,444.44 on the first day of March, 2020, and a like sum of \$24,444.44 on the first day of March each and every year thereafter until paid in full on March 1, 2028.

This Contract shall bear interest at the rate of three percent (3%) per annum; the total principal and interest due under this Contract is \$225,000.

- 5. LATE PAYMENT. If any payment is not received by City within five (5) days of the date when due, Purchaser shall additionally pay to City a late charge of \$500.
- 6. PREPAYMENT. Purchaser may fully prepay this Contract at any time by payment to City of the full principal and contemplated interest totaling \$225,000.00.
- 7. REAL ESTATE TAXES AND ASSESSMENTS. Purchaser shall pay real estate taxes due and payable in the year following execution of this Contract and thereafter and any special assessments payable therewith and thereafter, the payment of which is not otherwise provided for herein.

Real estate taxes due and payable in and for the year in which this Contract is dated shall be prorated between City and Purchaser on a calendar year basis to the date of this Contract. City shall pay on date of execution of this Contract any deferred or delinquent real estate taxes or special assessments, the payment of which is required as a result of the closing of this sale. Purchaser shall assume all other special assessments levied or pending as of the date of this Contract.

- 8. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.
 - (a) LIABILITY. City shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall indemnify, defend, and hold City harmless from all liability, loss, costs and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries.
 - (b) LIABILITY INSURANCE. Purchaser shall, at Purchaser's own expense, procure and maintain commercial general liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in the amount of \$1,000,000.00 and naming City as an additional insured.
- 9. INSURANCE, GENERALLY. The insurance which Purchaser is required to procure and maintain pursuant to this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to City. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten days written notice to City before

cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to City a duplicate original or certificate of such insurance policy or policies.

10. CONDEMNATION. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

11. WASTE, REPAIR AND LIENS. Purchaser shall not remove or demolish any improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue mortgages, liens, or adverse claims against the Property which constitute a lien or claim against City's interest in the Property. Purchaser shall pay to City all amounts, costs and expenses, including reasonable attorneys' fees, incurred by City to remove any such liens or adverse claims.

12. RESTRICTING IMPROVEMENTS. Purchaser will not perform any improvements to the Property without securing the prior written consent of City. Purchaser will not cause or permit any mechanic's liens to attach to the Property. If any such lien shall attach, Purchaser will have ninety days to remove or satisfy said lien. If Purchaser fails to do so, City shall have the option of: (a) taking such steps or paying such amounts as City deems reasonable to satisfy or discharge said lien, or (b) declaring this Contract to be in default, in which event City shall have the right to exercise any remedy City may have in the event of any other default hereunder. Purchaser agrees to defend, indemnify and hold City harmless from any loss, damage or expense incurred by City with respect to any party asserting a mechanic's lien claim, it being understood and agreed that this undertaking shall survive the final payment or a cancellation of this Contract.

13. DEED TAX. City shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording or filing of the deed to be delivered by City to Purchaser.

14. ASSIGNMENT AND LEASE. City may assign their interest in the Property. Purchaser may not assign, lease, or sublease their interest in the Property during the term of the Contract without the prior written consent of City. If City assigns their interest in the Property, a copy of such assignment shall promptly be furnished to the Purchaser.

15. PROTECTION OF INTERESTS. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of Purchaser's obligations as set forth in this Contract, City may, at City's option, pay the same or cause the same to be performed, or both, and the amounts so paid by City and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due City under this Contract.

If there now exists, or if City hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly

assumed by Purchaser, and provided Purchaser is not in default under this Contract, City shall timely pay all amounts due thereon, and if City fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this Contract.

16. DEFAULT. The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. Should Purchaser fail to timely perform any of the terms of this Contract, City may, at City's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract shall belong to City as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by City of City's rights to declare this Contract forfeited by reason of any breach shall in any manner affect City's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to City, but Purchaser shall be entitled to possession of the Property until the expiration of such period.

17. ACCELERATION. Should Purchaser be in default in any payments required to be made hereunder or in default of any covenants, terms, or conditions herein, which have not been cured within receipt of sixty (60) days written notice by City, then in that event, the entire remaining unpaid balance of principal and accrued interest and any other payments due under this Contract shall be accelerated at the option of City and become due and payable in full immediately.

18. BINDING EFFECT. The terms of this Contract shall run with the land and bind the parties hereto and their successors in interest.

19. HEADINGS. Headings of the paragraphs of this Contract are for convenience only and do not define, limit or construe the contents of such paragraphs.

20. ENVIRONMENTAL. Purchaser shall not bring, store, generate or treat hazardous wastes or substances, or petroleum products upon the Property. Purchaser hereby agrees to indemnify, defend and hold City harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against City with respect to such substances, or products, it being understood and agreed that this provision will survive the cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.

THE CITY CERTIFIES THAT THE CITY DOES NOT KNOW OF ANY WELLS ON THE DESCRIBED REAL PROPERTY.

{Signature pages to follow.}

CITY SIGNATURE PAGE TO CONTRACT FOR DEED

CITY:

City of Foley, Minnesota

By: _____
Gerard Bettendorf, Mayor

Attest:

By: _____
Sarah Brunn, City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF BENTON)

On this _____ day of _____, 2019, before me, a Notary Public for this County, personally appeared Gerard Bettendorf, who, being by me duly sworn, did say that he is the Mayor of the City of Foley, a Minnesota municipal corporation.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF BENTON)

On this _____ day of _____, 2019, before me, a Notary Public for this County, personally appeared Sarah Brunn, who, being by me duly sworn, did say that she is the City Administrator of the City of Foley, a Minnesota municipal corporation.

Notary Public

BUYER SIGNATURE PAGE TO CONTRACT FOR DEED

BUYER:

EUGENE & PAUL PROPERTIES LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2019, before me, a Notary Public for this County,
personally appeared _____, who, being by me duly sworn, did say that
he/she is the _____ for Eugene & Paul Properties LLC.

Notary Public

TAX STATEMENTS TO BE SENT TO:

THIS INSTRUMENT DRAFTED BY:

Rinke Noonan (AAR/mjr)
1015 W. St. Germain St., Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
File No. 04313-0265

FAILURE TO RECORD OR FILE THIS CONTRACT FOR DEED MAY GIVE OTHER
PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.

AMENDED DEVELOPMENT AGREEMENT (Foley Mobile Properties)

THIS AMENDMENT is made effective this 3rd day of September, 2019, 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 a condition of its approval of the redevelopment of the Property, the City required that Developer enter into a Development Agreement dated November 13, 2018 and recorded as Document No. 433580 with the Benton County Recorder ("Development Agreement").

D. The purpose of this Amendment is to modify the terms of the Development Agreement to reassess improvement costs and restrict the Property to prohibit the placement of manufactured or modular homes.

AMENDMENT:

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

1. **ORIGINAL TERMS.** The City and Developer reaffirm all terms, conditions, and agreements contained in the Development Agreement as they apply to the Property and agree that the Development Agreement shall only be modified as provided in this Amendment.

2. **DEVELOPER REPRESENTATIONS.** Developer represents and warrants to the City that the Developer is the owner of the Property; Developer has authority to enter into this Amendment; and that Developer has disclosed to the City all lienholders or other parties in interest who should

be joined in this Amendment and that no other person or entity shall have an interest in the Property prior and superior to this Amendment.

3. **SITE PLAN.** The Foley City Council approved the Site Plan on November 13, 2018, with the following conditions that remain incomplete: driveways, landscaping and lighting, and mailboxes. Developer acknowledges that the City may withhold certificates of occupancy until these conditions are satisfied.

4. **DEVELOPMENT COSTS.** Developer acknowledges assessments for street, sewer, water, stormwater, and sidewalk for the Gopher Avenue Project have been levied against the Property. As consideration for this Amendment, the City agrees to reduce the road and sidewalk assessments by \$5,000 per lot. The reassessment amounts shall be as follows:

- a. Lot 1, Block 1, South Side Estates = \$ 6,059.07
- b. Lot 2, Block 1, South Side Estates = \$ 6,059.07
- c. Lot 3, Block 1, South Side Estates = \$ 6,059.07
- d. Lot 4, Block 1, South Side Estates = \$ 6,059.07
- e. Lot 5, Block 1, South Side Estates = \$ 6,059.07
- f. Lot 6, Block 1, South Side Estates = \$ 6,059.07
- g. Lot 7, Block 1, South Side Estates = \$ 6,059.07

5. **SECURITY.** Developer has not posted security as required by the Development Agreement. Prior to the issuance of any building permits, Developer shall post security with the City in the amount of \$10,000.00. The security shall remain in effect until all financial obligations to the City have been satisfied.

6. **CONSTRUCTION RESTRICTION.** Developer agrees that the Property will be developed with traditional 'stick-built' homes. No manufactured homes or modular homes will be constructed or placed on the Property.

7. **ENFORCEMENT.** This Amendment shall be interpreted under the laws of the State of Minnesota and any court action related to this Amendment shall be venued in Benton County District Court unless another venue is agreed to by both the City and Developer. Developer shall reimburse the City for costs incurred in the enforcement of Development Agreement and this Amendment, including reasonable engineering and attorneys' fees. Third parties shall have no recourse against the City under this Amendment.

8. **ASSIGNMENT.** The Development Agreement and this Amendment may not be assigned by Developer except upon obtaining the express written consent of the City; such approval shall not be unreasonably withheld. This Amendment shall run with the Property and will be binding on and enforceable by and against the parties, their successors, legal representatives and assigns. This Amendment shall be filed with the Benton County Recorder.

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

CITY OF FOLEY

By _____
Gerard L. Bettendorf
Its Mayor

ATTEST:

By _____
Sarah A. Brunn
Administrator-Clerk

FOLEY MOBILE PROPERTIES, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF BENTON)

On this _____ day of _____, 2019, before me, a Notary Public for this County, personally appeared Gerard L. 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 _____, 2019, before me, a Notary Public for this County, personally appeared Sarah A. 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 _____, 2019, 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, 6, and 7, Block 1, South Side Estates, according to the recorded plat and survey thereof, Benton County, Minnesota.

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2019 - 12

A RESOLUTION ADOPTING REASSESSMENT

WHEREAS, on November 13, 2018, the City adopted Resolution 2018-32 that assessed property owned by Foley Mobile Properties, LLC ("Developer") identified as tax parcel nos. 130054000, 130053900, 130053800, 130053700, 130053600, and 130053500 (now replatted as tax parcel nos. 130114600, 130114700, 130114800, 130114900, 130115000, 130115100, and 130115200) (the "Properties") a total of \$41,943.95 for street improvements, water main, water service lines, sanitary sewer, sanitary sewer service lines, and storm sewer ("Assessments");

WHEREAS, Developer has entered into a development agreement and related amendment with the City waiving all notice and procedural requirements for the Assessments;

WHEREAS, the City has the authority to reassess the Properties through the process provided in Minnesota Statute § 429.071, Subd. 2.; and

WHEREAS, the purpose of this reassessment is to reduce the Assessments in accordance with an amended development agreement between the City and Developer.

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

1. The Assessments are reassessed against the Properties in accordance with the attached roll, payable in the same terms as approved in Resolution 2018-32.
2. The Administrator shall transmit a certified duplicate of this reassessment to the Benton County Auditor. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the council this 3rd day of September 2019.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

Bills List - September 3, 2019

Gross Salaries	Payroll - 8/16/19	\$	34,184.75
EFTPS	Federal Withholding	\$	6,463.23
MN Dept of Revenue	State Withholding	\$	1,262.91
State Treas. PERA	PERA	\$	4,718.56
Nationwide	Deferred Comp	\$	695.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	465.00

Gross Salaries	Payroll - 8/30/19	\$	32,451.65
EFTPS	Federal Withholding	\$	6,149.30
MN Dept of Revenue	State Withholding	\$	1,259.22
State Treas. PERA	PERA	\$	4,900.93
Nationwide	Deferred Comp	\$	695.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	465.00

To Be Paid - 9/3/19

Aaron Teschner	Escrow - 56 Green Meadow	\$	1,000.00
AE2S	WWFP Peer Review	\$	1,650.50
Alex Air Apparatus	FD Supplies	\$	1,042.73
AllSpec Services	Building Inspection Services	\$	1,659.10
Benton County Attorney	July Attorney Fees	\$	737.00
Benton County Highway Dept	PD Fuel	\$	707.20
Benton County Recorders Office	Resolution Recording	\$	46.00
Bound Tree Medical	FD Medical Supplies	\$	228.54
Cintas	Uniforms & Mats	\$	302.17
Coborn's	Office & Cleaning Supplies	\$	150.24
Core & Main	Water Supplies	\$	1,005.54
Delta Dental	Employee Dental Insurance	\$	1,026.20
East Central Energy	Utilities	\$	1,252.92
Emergency Medical Products	FD Supplies	\$	183.99
Emergency Response Solutions	FD Equipment	\$	459.27
Ferguson Waterworks	Water Materials	\$	547.65
First National Bank of Omaha	Credit Card Purchases	\$	470.30
Further	HSA Admin Fee	\$	32.30
Hawkins	Water Chemicals	\$	1,483.40
HealthPartners	Employee Health Insurance	\$	6,762.00
Henkemeyer Landfill, Inc	Shelter Reshingle Disposal	\$	37.80
Henry Embroidery & Screen Printing	Pool Apperal	\$	120.00
Horizon CPO Seminars	Pool Training	\$	285.00
Ickler	Vac Truck Repair	\$	70.88
JM Truck & Tractor Repair	Sterling Plow & Fire Truck Repair	\$	3,256.14
Ken Hartman	Fire Hall Building Maint	\$	350.00
Maney International	Fire Vehicle Repair	\$	100.00
Marco Technologies	Copier Lease	\$	333.46
McDowall Company	Roof Repair on City Shop	\$	771.00
MN Blacktopping	Backtop Repair Patching & Trail Overlay	\$	8,160.00
MN Dept of Health	Qtr 3 Water Permit	\$	1,440.00
Mn Dept of Revenue	July 2019 Sales & Use Tax	\$	2,359.00
MN Fall Expo	MN Fall Maint Expo	\$	200.00
MN Fire Service Certification Board	FD Training	\$	525.00
MN Highway Safety & Research Center	FD & PW Driver Training	\$	1,060.00
MN State Fire Cheifs Assoc.	Cheifs Conference	\$	300.00
MN State Retirement System	Abbott Severance	\$	2,385.32
Murphy Chevrolet	PD Squad Repair	\$	974.10
Performance Pool & Spa	Pool Supplies	\$	26.98
Preferred Controls Corp	Sewer Repairs	\$	977.25
Shift Technologies, Inc	PW, City Hall & PD Computer Maint	\$	1,642.30
Staples	Office Supplies	\$	180.32
Stearns DHIA Central Lab	Water & Sewer Testing	\$	825.00
Sun Life Assurance	Employee LTD Insurance	\$	196.16

USable Life	Employee Life Insurance	\$	159.00
Verizon	FD, PD, PW Cell Phones & Park Cameras	\$	372.71
Werner Electric	Shop Maint	\$	17.70
Wex Bank	Fuel Purchases	\$	180.48
Xcel Energy	Utilities	\$	6,449.12

Additional To Be Paid - 9/3/19

\$ 148,372.32

OFFICE OF THE STATE AUDITOR

Active Member Information

Enter Annual Benefit Level in effect for 2019: \$4,100

(If you change your benefit level before 12/31/2019, the SC must be recalculated and recertified at the new level.)

						2019	2020			
Total Active Member Liabilities						963,254	1,043,778			
					Leaves of Absence and Breaks in Service (months)	Return to Service Member ?	To end of 2019	To end of 2020		
	Name	Status					Years of Service	Accrued Liability	Years of Service	Accrued Liability
1	Kaproth, Tom	Active			0		46	188,600	47	192,700
2	Pappenfus, Mark	Active			0		33	135,300	34	139,400
3	Beutz, Josh	Active			0		25	102,500	26	106,600
4	Nadeau, Larry	Active			0		24	98,400	25	102,500
5	Herbrand, Rick	Active			0		17	63,960	18	69,618
6	Harren, Chris	Active			0		13	43,870	14	48,544
7	Orton, Adam	Active			0		13	43,870	14	48,544
8	McMillin, Mike	Active			0		12	39,442	13	43,870
9	Moshier,Bryan	Active			0		12	39,442	13	43,870
10	Fleck, Jared	Active			0		11	35,178	12	39,442
11	Andrew Shaw	Active			0		10	31,160	11	35,178
12	Todd Foremann	Active			0		10	31,160	11	35,178
13	Adam Foss	Active			0		8	23,616	9	27,306
14	Greg Poganski	Active			0		8	23,616	9	27,306
15	Gary Bautch	Active					4	10,660	5	13,694
16	Jerrik Manthie	Active					4	10,660	5	13,694
17	Kyle Edwards	Separated/Not Vested					4	0	5	0
18	Travis Janson	Active					4	10,660	5	13,694
19	Nathan Lease	Active					3	7,790	4	10,660
20	Jerome Linn	Active					3	7,790	4	10,660
21	Jesse Bleed	Active					3	7,790	4	10,660
22	Travis Sweno	Active					3	7,790	4	10,660
23		Choose Status						0		0
24		Choose Status						0		0
25		Choose Status						0		0
26		Choose Status						0		0
27		Choose Status						0		0
28		Choose Status						0		0
29		Choose Status						0		0
30		Choose Status						0		0
31		Choose Status						0		0
32		Choose Status						0		0
33	1	Choose Status						0		0
34		Choose Status						0		0
35		Choose Status						0		0
36		Choose Status						0		0
37		Choose Status						0		0

OFFICE OF THE STATE AUDITOR

Deferred Member Information
(fully or partially vested)

Total Deferred Member Liabilities 2019 29,624
Total Deferred Member Liabilities 2020 29,624

1

Enter all information as it pertains to this member.

Member Name:	<u>Dingmann, Scott</u>	Benefit Level at Separation:	<u>1,850</u>	Months of Service Are Paid	<u>Yes</u>
Minimum Years Required to Vest:	<u>10</u>	DOB:	<u>11/15/1971</u>		
Service Dates: Entry:	<u>1/3/1996</u>	Separation:	<u>12/4/2007</u>		
LOAs and BIS (in months):	<u> </u>	Vesting %:	<u>37</u>		
Return to Service Member ?	(Select "Yes" if applicable.)				
Total Service: Years:	<u>11</u>	Months (if paid):	<u>11</u>		
2019 Estimated Liability:	<u>8,157</u>				
2020 Estimated Liability:	<u>8,157</u>	Status:	<u>Deferred</u>		

Deferred Interest Paid
(Select "Yes" if offered.)

If Interest is Paid, Choose Type:
Choose Type

Period Interest is Paid:
Choose Interest Payment Period

For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.

1988: <u> </u> %	1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2008: <u> </u> %	2014: <u> </u> %
1989: <u> </u> %	1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2009: <u> </u> %	2015: <u> </u> %
1990: <u> </u> %	1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2010: <u> </u> %	2016: <u> </u> %
1991: <u> </u> %	1996: <u> </u> %	2001: <u> </u> %	2006: <u> </u> %	2011: <u> </u> %	2017: <u> </u> %
1992: <u> </u> %	1997: <u> </u> %	2002: <u> </u> %	2007: <u> </u> %	2012: <u> </u> %	2018: <u> </u> %
				2013: <u> </u> %	2019: <u> </u> % +

+Rate of return is calculated using the earnings projected on Page 4 of this form.

2

Enter all information as it pertains to this member.

Member Name:	<u>Swanson, Scott</u>	Benefit Level at Separation:	<u>2,100</u>	Months of Service Are Paid	<u>Yes</u>
Minimum Years Required to Vest:	<u>10</u>	DOB:	<u>4/30/1967</u>		
Service Dates: Entry:	<u>10/1/1997</u>	Separation:	<u>1/1/2011</u>		
LOAs and BIS (in months):	<u>8</u>	Vesting %:	<u>44</u>		
Return to Service Member ?	(Select "Yes" if applicable.)				
Total Service: Years:	<u>12</u>	Months (if paid):	<u>7</u>		
2019 Estimated Liability:	<u>11,627</u>				
2020 Estimated Liability:	<u>11,627</u>	Status:	<u>Deferred</u>		

Deferred Interest Paid
(Select "Yes" if offered.)

If Interest is Paid, Choose Type:
Choose Type

Period Interest is Paid:
Choose Interest Payment Period

For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.

1988: <u> </u> %	1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2008: <u> </u> %	2014: <u> </u> %
1989: <u> </u> %	1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2009: <u> </u> %	2015: <u> </u> %
1990: <u> </u> %	1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2010: <u> </u> %	2016: <u> </u> %
1991: <u> </u> %	1996: <u> </u> %	2001: <u> </u> %	2006: <u> </u> %	2011: <u> </u> %	2017: <u> </u> %
1992: <u> </u> %	1997: <u> </u> %	2002: <u> </u> %	2007: <u> </u> %	2012: <u> </u> %	2018: <u> </u> %
				2013: <u> </u> %	2019: <u> </u> % +

+Rate of return is calculated using the earnings projected on Page 4 of this form.

3	Enter all information as it pertains to this member.												
Member Name: <u>Foss, Al</u>				Benefit Level at Separation:		Months of Service Are Paid <u>3,200</u>		Yes					
Minimum Years Required to Vest: <u>10</u>				DOB: <u>4/21/1980</u>		<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Deferred Interest Paid</div> <div style="font-size: small; margin-bottom: 10px;">(Select "Yes" if offered.)</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="margin-bottom: 10px;">If Interest is Paid, Choose Type:</div> <div style="margin-bottom: 10px;">Choose Type</div> <div style="margin-bottom: 10px;">Period Interest is Paid:</div> <div style="margin-bottom: 10px;">Choose Interest Payment Period</div>							
Service Dates:		Entry: <u>9/7/2005</u>		Separation: <u>12/9/2015</u>									
LOAs and BIS (in months): <u>0</u>		Vesting %: <u>30</u>											
Return to Service Member ? <u> </u> (Select "Yes" if applicable.)													
Total Service: Years: <u>10</u>		Months (if paid): <u>3</u>											
2019 Estimated Liability: <u>9,840</u>													
2020 Estimated Liability: <u>9,840</u>				Status: <u>Deferred</u>									
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.													
1988: <u> </u> %		1993: <u> </u> %		1998: <u> </u> %		2003: <u> </u> %		2008: <u> </u> %		2014: <u> </u> %			
1989: <u> </u> %		1994: <u> </u> %		1999: <u> </u> %		2004: <u> </u> %		2009: <u> </u> %		2015: <u> </u> %			
1990: <u> </u> %		1995: <u> </u> %		2000: <u> </u> %		2005: <u> </u> %		2010: <u> </u> %		2016: <u> </u> %			
1991: <u> </u> %		1996: <u> </u> %		2001: <u> </u> %		2006: <u> </u> %		2011: <u> </u> %		2017: <u> </u> %			
1992: <u> </u> %		1997: <u> </u> %		2002: <u> </u> %		2007: <u> </u> %		2012: <u> </u> %		2018: <u> </u> %			
+Rate of return is calculated using the earnings projected on Page 4 of this form.										2013: <u> </u> %		2019: <u> </u> % +	

4	Enter all information as it pertains to this member.				
Member Name: _____	Benefit Level at Separation: _____		Months of Service Are Paid: _____		
Minimum Years Required to Vest: _____		DOB: _____			
Service Dates: _____	Entry: _____	Separation: _____			
LOAs and BIS (in months): _____		Vesting %: _____			
Return to Service Member ? _____		(Select "Yes" if applicable.)			
Total Service: _____	Years: _____	Months (if paid): _____			
2019 Estimated Liability: _____		Status: Deferred			
2020 Estimated Liability: _____					
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2008: _____ %	2014: _____ %
1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2009: _____ %	2015: _____ %
1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2010: _____ %	2016: _____ %
1991: _____ %	1996: _____ %	2001: _____ %	2006: _____ %	2011: _____ %	2017: _____ %
1992: _____ %	1997: _____ %	2002: _____ %	2007: _____ %	2012: _____ %	2018: _____ %
				2013: _____ %	2019: _____ %

Deferred Interest Paid
(Select "Yes" if offered.) _____

If Interest is Paid, Choose Type:
Choose Type _____

Period Interest is Paid:
Choose Interest Payment Period _____

+Rate of return is calculated using the earnings projected on Page 4 of this form.

OFFICE OF THE STATE AUDITOR

Unpaid Installment Information

Enter here the name of each member who has been paid portions of a pension benefit and who still has outstanding liabilities.

[illegible]

Totals

0	0
---	---

OFFICE OF THE STATE AUDITOR

Financial Projections

	2019	2020	
Total Active Member Liabilities	963,254	1,043,778	
Total Deferred Member Liabilities	29,624	29,624	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 992,878	B. 1,073,402	
Normal Cost (Cell B minus Cell A)			C. 80,524

Projection of Net Assets for Year Ending December 31, 2019

Special Fund Assets at December 31, 2018 (FIRE-18 Form ending assets) 1 917,635

Projected Income for 2019

Fire State Aid (2018 fire state aid of \$42,356 may be increased by up to 3.5%)	D.	42,500
Supplemental State Aid (actual 2018 supplemental state aid)	E.	10,078
Municipal / Independent Fire Dept. Contributions	F.	7,500
Interest / Dividends	G.	20,000
Appreciation / (Depreciation)	H.	10,000
Member Dues	I.	
Other Revenues	J.	
Total Projected Income for 2019 (Add Lines D through J)	2	90,078

Projected Expenses for 2019

Service Pensions (fill in individual pension amounts below)

Names:

\$ Amounts:

K. 0

Other Benefits

L. 0

Administrative Expenses

M. 8,500

Total Projected Expenses for 2019 (Add Lines K through M)

3 8,500

Projected Net Assets at December 31, 2019 (Add Lines 1 and 2, subtract Line 3)

4 999,213

Projection of Surplus or (Deficit) as of December 31, 2019

Projected Assets (Line 4)

5 999,213

2019 Accrued Liability (Page 4, cell A)

6 992,878

Surplus or (Deficit) (Line 5 minus Line 6)

7 6,335

OFFICE OF THE STATE AUDITOR

Calculation of Required Contribution

Deficit Information - Original			Deficit Information - Adjusted		
Year Incurred	Original Amount	Amount Retired as of 12/31/2018	Original Amount	Amount Retired as of 12/31/2019	Amount Left to Retire 1/1/2020
2010	0	0			
2011	0	0			
2012	0	0			
2013	0	0			
2014	0	0			
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019					
Totals			0		0

Normal Cost

Projected Administrative Expense

Amortization of Deficit (Total of Original Amount column x 0.10)

10% of Surplus

Fire and Supplemental State Aid

Member Dues

5% of Projected Assets at December 31, 2019

Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)

No required contribution due in 2020.

Enter 2018 Admin Exp here:

8	80,524
9	6,290
10	0
11	634
12	52,578
13	0
14	49,961
15	0

OFFICE OF THE STATE AUDITOR

2019 Maximum Benefit Worksheet

	A	B	C	D	E
	Fire State Aid and Supplemental State Aid	Municipal Contribution	10% of Surplus *	Active Members in Relief Association	Per Year Average [(A + B + C) / D]
	(From FIRE-18)	(From FIRE-18)	(From SC-18)	(From FIRE-18)	
2018	52,434	7,500	633	21	2,884
	(From FIRE-17)	(From FIRE-17)	(From SC-17)	(From FIRE-17)	
2017	51,416	7,500	4,889	22	2,900
	(From FIRE-16)	(From FIRE-16)	(From SC-16)	(From FIRE-16)	
2016	51,569	7,500	13,813	20	3,644

* If deficit for the year, leave blank.

Average available financing per active member for the most recent 3-year period:
(sum of column E divided by 3)

3,143

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3

5,800

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2019-11

A RESOLUTION APPROVING A PROPOSED 2019 TAX LEVY,
COLLECTABLE IN 2020

BE IT RESOLVED, by the City Council of the City of Foley, County of Benton, Minnesota, that the following sums of money are to be levied for the current year, collectable in 2020, upon the taxable property in the City of Foley, for the following purposes:

General Fund	\$ 1,427,375.00
Fire Department	86,500.00
Swimming Pool	69,450.00
2008A/2012	
Improvement Bond	190,000.00
2011 Improvement Bond	77,000.00
<u>2015 Improvement Bond</u>	<u>34,000.00</u>
Total Budget	\$ 1,884,325.00
Less Local Gov't Aid	813,492.00
Total Levy	\$ 1,070,833.00

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

Passed and adopted by unanimous vote of the Foley City Council, this 3rd day of September, 2019.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, Administrator

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated September 3, 2019 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2020 TH 25 TAP Trail Project**.

Client's Authorized Representative: Sarah Brunn, City Administrator
Address: PO Box 709
Foley, MN 56329-0709
Telephone: 320.968.7260 **email:** sbrunn@ci.foley.mn.us

Project Manager: Jon Halter
Address: 1200 25th Avenue South, PO Box 1717
St. Cloud, MN 56302-1717
Telephone: 320.229.4344 **email:** jhalter@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Our services will consist of Design and Construction Services for the proposed trail on the east side of Trunk Highway 25 from Norway Drive to Birch Drive. Although the Transportation Alternate Program (TAP) grant funds are for the construction of a trail on TH 25 and TH 23, only the TH 25 section of the project is proposed to be constructed in 2020; Therefore only the TH 25 portion of the trail project is included in this agreement.

Task 1: Project Memorandum

Since the project includes Transportation Alternate Program (TAP) grant funds, a Project Memorandum is required.

- Prepare Project Memorandum narrative.
- Project figures.
- Solicit environmental reviews and documentation as dictated the Project Memorandum.
- Submit Project Memorandum to MnDOT and respond to comments as needed.

Task 2: Design

The scope of improvements is shown in the Feasibility Report presented to the City Council on May 2, 2017, the improvements include street, drainage, sanitary sewer, and water main improvements.

- Topographic survey.
- Place Gopher State One-Call utility locate request.
- Preliminary utility design meeting.
- Prepare of plans and specifications.
- Prepare opinion of probable cost.
- Apply for necessary permits.
- Present plans and specifications to City Council.
- Prepare advertisement for bid.
- Distribute plans via electronic and paper means to prospective bidders.
- Respond to bidding questions.
- Attend bid opening and prepare bid tabulation.
- Recommend contract award.

Task 3: Construction Services

- Assemble construction contracts.
- Distribute and review contract documents.
- Conduct preconstruction conference.

- Provide Resident Project Representative Services as described in attached Exhibit B (Assume 120 hours).
- Construction staking.
- Review shop drawing submittals.
- Collect and review prevailing wages.
- Pay application review and processing.
- Prepare punch list.
- Assemble record drawings.

Additional Services:

Services from Consultant not listed above, if required or requested, can be provided to the Client at our normal hourly rates. The following services are not included in the scope of work and fee for this project at this time, but if required can be provided as an Additional Service:

- Soil and materials testing services are not included in this proposed fee. Consultant will help coordinate the soils testing throughout the construction project at no charge, but the fee for the testing services is not included in Consultant's proposed fee.
- Easement descriptions and figures if needed.

Assumptions:

- Permit fees to be paid directly by the City of Foley.
- Advertising fees to be paid directly by the City of Foley.
- Temporary easements (if needed) will be acquired via a Right of Entry letter, and no legal description or figure will be included.
- Contract administration and RPR services have been budgeted assuming the construction contract duration for construction operations do not exceed 3 weeks for the TH 25 Trail.

Resident Project Representative Services:

RPR services will be provided in accordance with attached Exhibit B.

Payment:

Project Memo	\$4,500	Lump Sum including expenses and equipment
Design	\$7,500	Lump Sum including expenses and equipment
Construction Services	\$18,900	Hourly including expenses and equipment
Total Fee	\$30,900	

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Foley, Minnesota

By: _____

Jon Halter

Title: City Engineer

By: _____

Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Foley, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 3, 2019

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit A-2
to Supplemental Letter Agreement
Between City of Foley, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 3, 2019

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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Exhibit B
to Supplemental Letter Agreement
Between City of Foley, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 3, 2019

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 - 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 - 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 - 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 - 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

p:\j\foley\152411\1-gen\10-setup-cont\03-proposal\pm, design and const agreement\exhibit b 090319.docx

FOLEY PEDESTRIAN IMPROVEMENTS
2017 TAP APPLICATION
FOLEY, MN
SEH NO. A-FOLEY COMMON

10/25/2017

OPINION OF PROBABLE COST

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASUREMENT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
HIGHWAY 25 (BIRCH TO NORWAY) (1425 FEET)					
1	MOBILIZATION	LUMP SUM	1.00	\$10,000.00	\$10,000.00
2	TRAFFIC CONTROL	LUMP SUM	1.00	\$3,500.00	\$3,500.00
3	REMOVE CONCRETE CURB & GUTTER	LIN FT	15.00	\$20.00	\$300.00
4	REMOVE BITUMINOUS PAVEMENT	SQ YD	15.00	\$9.00	\$135.00
5	SAWING BITUMINOUS PAVEMENT	LIN FT	60.00	\$9.00	\$540.00
6	COMMON EXCAVATION (P)	CU YD	50.00	\$40.00	\$2,000.00
7	COMMON BORROW (P) (LV)	CU YD	660.00	\$18.00	\$11,880.00
8	BITUMINOUS STREET RESTORATION	SQ YD	15.00	\$80.00	\$1,200.00
9	2.5" TYPE SP 9.5 BIT WEARING COURSE (3,C)	TON	230.00	\$85.00	\$19,550.00
10	CLASS 5 AGGREGATE BASE	CU YD	280.00	\$33.00	\$9,240.00
11	F&I 24" RC PIPE APRON	EACH	2.00	\$600.00	\$1,200.00
12	24" RCP PIPE SEWER DESIGN 3006 CL III	LIN FT	24.00	\$55.00	\$1,320.00
13	6" CONCRETE WALK	SQ FT	581.00	\$8.00	\$4,648.00
14	CONCRETE CURB & GUTTER, DESIGN B618	LIN FT	15.00	\$35.00	\$525.00
15	PED RAMP	EACH	5.00	\$3,500.00	\$17,500.00
16	SILT FENCE - MS	LIN FT	200.00	\$3.00	\$600.00
17	COMMON TOPSOIL BORROW (LV)	CU YD	220.00	\$18.00	\$3,960.00
18	SEEDING WITH EROSION CONTROL BLANKET	SQ YD	1,300.00	\$4.25	\$5,525.00
19	SEEDING (TEMPORARY)	SQ YD	1,300.00	\$2.00	\$2,600.00
SUBTOTAL CONSTRUCTION					\$96,223.00
CONTINGENCY					\$9,622.30
ENGINEERING					\$24,055.75
GEOTECHNICAL					\$2,405.58
LEGAL & ADMIN					\$962.23
TOTAL					\$133,268.86



City of Foley

251 4th Avenue North • P.O. Box 709
Foley, Minnesota 56329
(320) 968-7260 • Fax (320) 968-6325
www.ci.foley.mn.us • Email: contactus@ci.foley.mn.us

August 28, 2019

Benton County Department of Development
Attn: Roxanne Achman, Director
531 Dewey Street
PO Box 129
Foley, MN 56329

Re: Svihel Solar Site

Dear Ms. Achman:

It has been brought to the attention of the City of Foley of a proposal to construct a solar garden near the city boundary. The City thanks the county staff for encouraging conversation by the developer to the City to ensure planning and economic development of both the City and County are preserved for many years to come.

We have been in conversation with the developer and received the official application and have identified the following items of concerns:

- A portion of the area has been identified for a potential industrial park expansion. Industrial park expansion is now a pressing concern for the City as it recently entered into a contract to sell the remaining 18 acres left in the existing industrial park. The location already has utilities in the area from when the Benton County Public Works Building was constructed. A solar garden would not utilize water and sewer utilities.
- The expansion of utilities to the surrounding area is a concern not only with a physical location to run such utilities but also an ability to pay for extensions. Properties which do not utilize utilities do not desire to pay for extensions. This could be problematic for future development of the City of Foley.
- Preserving the highway corridor is of great concern for the City. Existing and new businesses desire the location and visibility from state highways and preserving this development opportunity is extremely important to the City.
- Screening or a buffer is also a concern and should be included as a requirement. The area immediately to the south is in the city limits and has the potential for residential development. There are already existing concept plans for development in this area. Due to Foley's housing

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shortage, we anticipate development could begin as soon as the wastewater expansion project is approved by the state and our development moratorium is lifted.

- The City is the road authority of 75th Street NE. The developer will need to obtain a driveway permit from the City of Foley for any new access desired.
- Lastly, and most concerning of the City is the term requested on the permit. When the City was contacted by the Developer, we were told a 25-year term was desired but the request is for 35 years. An additional 10 years in the permit is a great concern of the City and we request the County consider requiring the developer to come back near the 25 year term to request an extension.

If the County proceeds with approval we respectfully ask for consideration of our comments above and also the consideration of including the following proposed findings in the permit:

1. Solar projects rely on roads and transportation infrastructure for initial construction and on-going maintenance. Local road and transportation infrastructure is funded by property taxes, revenue from which is not increased by the creation of solar projects. Local road and transportation infrastructure is also funded by special assessments, land encumbered by solar projects is subject to special assessments.
2. Solar projects do not utilize sewer and water infrastructure but take up large swaths of land. Although lease terms on solar projects may be long, the use remains temporary and it is necessary to assess land encumbered by solar projects for future use of utility infrastructure in order to prevent solar projects from restricting urban and suburban growth and development.
3. Solar projects shall be located in a manner so as not to interfere with urban and suburban growth and development as contemplated in municipal future land use plans including but not limited to placement that blocks the extension of roads and utilities, locations that utilize prime highway frontage, or areas that will conflict with neighboring land uses if development occurs in accordance with the future land use map .

If you have questions regarding any of these comments, please contact me at 320-968-7260 or sbrunn@ci.foley.mn.us. Thank you for your time.

Sincerely,



Sarah A. Brunn
City Administrator





City of Foley

251 4th Avenue North • P.O. Box 709
Foley, Minnesota 56329
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August 28, 2019

Benton County Department of Development
Attn: Roxanne Achman, Director
531 Dewey Street
PO Box 129
Foley, MN 56329

Re: Stevens Solar Site

Dear Ms. Achman:

It has been brought to the attention of the City of Foley of a proposal to construct a solar garden near the city boundary. The City thanks the county staff for encouraging conversation by the developer and considering City comments on this proposed project.

We have been in conversation with the developer and have identified the following items of concerns:

- Preserving the highway corridor is of great concern for the City. Existing and new businesses desire the location and visibility from state highways and preserving this development opportunity is extremely important to the City. The development appears to not directly abut the highway corridor where the City desires future growth and utility and infrastructure expansion. Currently, the City has a water main that runs in the area to the south and west and anticipates a new sewer force main to be constructed in the area within the next 2 years. Preserving future utility and infrastructure expansion is a top priority of the City.
- When the City was contacted by the Developer, we were told a 25-year term was desired but the request is for 35 years. An additional 10 years in the permit is a great concern of the City and we request the County consider requiring the developer to come back closer to the 25-year term to request an extension.

If the County proceeds with approval we respectfully ask for consideration of our comments above and also the consideration of including the following proposed findings in the permit:

1. Solar projects rely on roads and transportation infrastructure for initial construction and on-going maintenance. Local road and transportation infrastructure is funded by property taxes, revenue from which is not increased by the creation of solar projects. Local road and

Welcoming You . . . Welcoming the Future

transportation infrastructure is also funded by special assessments, land encumbered by solar projects is subject to special assessments.

2. Solar projects do not utilize sewer and water infrastructure but take up large swaths of land. Although lease terms on solar projects may be long, the use remains temporary and it is necessary to assess land encumbered by solar projects for future use of utility infrastructure in order to prevent solar projects from restricting urban and suburban growth and development.
3. Solar projects shall be located in a manner so as not to interfere with urban and suburban growth and development as contemplated in municipal future land use plans including but not limited to placement that blocks the extension of roads and utilities, locations that utilize prime highway frontage, or areas that will conflict with neighboring land uses if development occurs in accordance with the future land use map .

If you have questions regarding any of these comments, please contact me at 320-968-7260 or sbrunn@ci.foley.mn.us. Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Sarah A. Brunn". The signature is fluid and includes a long, sweeping horizontal line at the end.

Sarah A. Brunn
City Administrator



NEW ENERGY EQUITY, LLC
2000 RIVA ROAD, SUITE 200
NEW ENERGY EQUITY.COM
410-255-0012

PROJECT ADDRESS
1400 65TH STREET NE
PO BOX 100000
TALLAHASSEE, FL 32310

SYSTEM SPECIFICATIONS	
SYSTEM SIZE (DC)	1.0 MW
INVERTER TYPE	1000kW
DC/AC RATIO	1.0
AC VOLTAGE	120V
AC FREQUENCY	60 Hz
DC VOLTAGE	450V / 1500V
MODULE COUNT	3000
MODULE TYPE	REC 7201772
MODULE ETC RATING	370 W
INVERTER COUNT	17
INVERTER TYPE	ONE 80kW/100kW POWER
INVERTER RATING	100kW
INVERTER POWER	800W
AC RATING	120V
MONITORING	ALSO ENERGY

DESIGN CRITERIA	
MINIMUM TEMPERATURE	-20°C / 3°F
WIND SPEED (HURRICANE)	105 MPH
BUILDING CATEGORY	I
EXPOSURE CATEGORY	C
GROUND BROWN LOAD	50 PSF
BUILDING HEIGHT	0-2'

OTHER NOTES
NO POSTION, DISTANCE, OR CLEARANCE
SHOULD BE USED TO LOCATE ELECTRIC
SERVICES LINES OR OTHER UTILITIES IN
RELATION TO THE PV PANELS.
24/7 UNRESTRICTED NEW LINES ACCESS
PROVIDED FOR THE METERS AND AC
DISCONNECT.

REVISIONS	
#	DESCRIPTION
1	ORIGINAL DESIGN
2	ROAD RETRACTION TRACKER SIZE
3	OSP UPDATES
4	SCREENING ADDED
5	
6	
7	

DRAWN BY
STEVEN CHAN

PROJECT NAME
STEVENS CSG

DRAWING TITLE
SITE PLAN

SCALE
1" = 80'
0 1" 2"

SHEET
PV1

To the City of Foley:

August 21, 2019

I purchased my home at 309 Oak Drive in Foley, Minnesota in May 1997. I never had any problem with water in my basement until this spring. I realize it was a wet spring, but also had other years with lots of rain at one time. Because of the city's requirement, I did have a sump pump installed in 2016 and whatever that the city required which was done by Jim Moshier. This spring I had to have all my carpets, pads etc removed from my basement which was heavy labor. (I do not have Flood Insurance) However not a drop of water went into the sump pump but flooded the rest of the basement. I do have gutters on my home and proper drainage on the outside of my home. I did come in and talk to Sarah at the time and she was to talk to Jim about it which she did. However she never got back to me. He came and made some adjustments to the sump pump bucket but there never was any water in there since then. We did have some heavy rains since then. Since this spring I have not been able to determine what to do. I did call a place that had an ad in the Benton County News at that time for Solutions to Wet Basements, but was never able to talk to anyone. I just left messages and no one ever called me back. My son was able to talk to someone the other day but they would not be able to do anything about it until late October.

At this time I would request that I get connected back up with the city sewer. I would like to put some floor covering on the cement floors. I did have family from California visiting from July 9th to August 9th and they did sleep down there. We purchased an area rug and put a blow up mattress between the couches where my 'Family Room' was. I do not enjoy my family room at all with old cement floors and broken up linoleum which was under the carpeting, and neither do my kids or grandkids. But all of this would not have happened if we could have left things as they were when I bought the home in 1997. This has been a very expensive project which caused problems.

In June of 2016 – \$1556.51

In June of 2019 \$60.00

Replacement of Carpeting....\$\$\$\$\$

Joyce Notsch

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 09-03-19 COUNCIL MEETING
DATE: AUGUST 30, 2019

Consent Agenda

A contract for deed with Eugene Paul & Properties is included in your packet. This is based on the final price the council determined at its August 6th meeting. City staff is working with purchaser on obtaining an easement for utilities as part of the agreement in order to accommodate future infrastructure needs in the area. We ask for council approval of the contract for deed and staff will make sure appropriate easements are obtained for the city's future growth.

An amendment to the South Side Estates development agreement is also included in your packet. This addresses the revised assessments and also the requirement of stick-built homes. The other terms of the development agreement remain the same. In addition to the development agreement we have included a resolution that will need to be adopted to order the re-assessment. This will officially make the change at the county level and in the tax records. The listing of the affected properties and new amounts is found within the development agreement.

Foley Fire Relief

Bryan Moshier will be at the meeting to provide the annual report on the fire relief. A copy is provided in your packet.

Discussion on 2020 Budget

A resolution setting the preliminary levy is included in your packet. The overall number is the same as discussed at the budget workshop and is a 4.2% increase. The council cannot raise this number only lower it when they set the final levy in December.

Update on Wastewater Facility Plan

Due to the research into an additional federal funding opportunity we have temporarily postponed the receipt of the statement of qualifications. Staff will do our best to answer any additional questions at the meeting the council may have regarding this federal opportunity or other items regarding the wastewater project.

Bonding Bill – Bus Tour Presentation

We will be presenting on September 6th and I encourage all councilmembers to attend. In addition, I encourage you to talk to your local reps about our project and the need to solve our wastewater issue.

Highway 25 Trail Extension Design Work Agreement

There is a request to authorize the design work for the Highway 25 trail extension at the meeting. MnDOT requests we get design work completed by December 1st. A copy of the initial estimate and the agreement is included in your packet. The city engineer has indicated their costs will increase and higher than initially projected. At the time of this memo I have yet to connect with engineer on all the details of this increase but can report those details at the meeting.

Update on Solar Gardens

Staff provided comments on a few solar gardens that are being requested in the county just outside of the city limits. One is near 75th Street on the north end of town between Towne's Edge and the Benton County Public Works (Svihel Property). The other is located on County Road 4 north of Highway 23 (Steven's Property). A copy of the letter of comments that was submitted is included in your packet.

Planning Commission Update

The planning commission is working on a few different items. Last meeting there was a lot of discussion on manufactured/modular homes. The planning commission did also make a recommendation to implement a moratorium on manufactured/modular homes if needed while a review of the zoning ordinance is completed. The council can discuss this item at the meeting.

The planning commission will also receive a site plan application for an expansion at Blow Molded and a revised site plan/conditional use for open air storage for Dan Hanes at their meeting on September 9th.

Update on unlicensed rental property

As discussed at a prior city council meeting, I did have our legal send out letters to unlicensed rental properties that have not responded to our multiple letters and are not in compliance with the city ordinance. I have not received a response from the property owners and they still remain out of the compliance. At the meeting I will need direction from the council on how you wish me to proceed.

Discussion on Sump Pumps – Letter from Oak Drive

The council will receive a letter in their packet from the property owners regarding concerns with the I/I ordinance requirements. Staff can provide an update at the council meeting.

Upcoming Reminders:

- **September 6th** – Bonding Bill Bus Presentation! I will be presenting on the bus for our state funding request for the wastewater project. All the council is invited to attend with me. We will meet at Foley City Hall at 11:30am, get on the bus at 12:45pm in Little Falls and ride to Becker, MN getting off at 1:45pm. I am arranging for transportation for those interested. Please let me know if you can attend!
- **September 9th** – Planning Commission Meeting @ 6:30pm.
- **October 2nd** – Walk to School Day! We will be needing council volunteers this morning –more details coming soon!
- **October 14th** – Columbus Day – City Offices Closed – 1st day of City Hall carpet installation.
- **October 15th** – City Hall office will be closed for carpet installation. Library will remain open.
- **October 15th** – Touch Tables for Seniors – Foley Area CARE luncheon fundraiser – 12pm-1pm @ 1st Presbyterian Church. I always sponsor a city table and encourage all councilmembers to attend. Learn about the CARE program and enjoy lunch. There will be a request for donation afterwards. The City does donate to the CARE program as part of their annual budget.