



City Council – Meeting Agenda
February 4, 2020 – 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 January 7, 2020.
 - Approve audit contract with Schlenner & Wenner for reporting years of 2019-2021.
 - Adopt Resolution #2020-03 Accepting Donation.
 - Accept resignation of firefighter Nathaniel Lease.
 - Accept resignation of Brady Akerson, part-time police officer.
 - Approve hiring of Raul Da La Cruz for part-time police officer position.
 - Approve payment of bills.
5. Novel Energy Solutions – Discussion on Solar Subscription - Eric Einan
6. Mayor's Comments & Open Forum
7. Department Reports:
 - Police Department –Katie McMillin
 - City Engineer – Jon Halter
 - Consider proposal for water tower inspections and repair.
 - Consider proposal for smoke testing and sewer system flow monitoring.
 - Public Works – Mark Pappenfus
 - Administration – Sarah Brunn
 - Update on county solar garden ordinance.
8. Old Business
 - Update on wastewater project.
 - Discussion on lobbying proposal from Flaherty & Hood.
9. New Business
10. Adjourn

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – January 7, 2020

The Foley City Council held a regular meeting on January 7, 2020, 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 December 3, 2019.
- Adopt Resolution #2020-02 Appoint Election Judges.
- Approve hiring of 4 firefighters – Jason Studanski, Logan Lunde, Dakota McIver, Tyler Palm.
- Approve appointment of fire department officers – Chief: Mark Pappenfus, Asst. Chief: Larry Nadeau, Captains: Rich Herbrand & Josh Betz, Lieutenants: Chris Harren & Adam Orton.
- Approve agreement with CMAB for art mural project grant.
- Approve payment of bills paid for by checks #51815 - #51917.

Motion carried, unanimous.

Foley Library – Shelly Kuelbs – Library Services Coordinator

Brandi Canter, from Great River Regional Library was at the meeting to introduce the new library services coordinator, Shelly Kuelbs. Ms. Canter also thanked the staff and council for their input and support during the transition. Ms. Kuelbs introduced herself is excited for the opportunity. Ms. Kuelbs is hoping to start a program to help get books and materials to those who cannot get to the library.

2020 Annual Appointments

Mayor Bettendorf reviewed the list of appointments and indicated a need to make a decision regarding the library board as three people were brought forward with only two available positions. The mayor expressed Karen Ehrenmann and Rosalie Musachio since they filed an application and Judy Weis was only on the list by recommendation of the library board. Gondeck and Brosh indicated no concerns with allowing an extra member in Judy Weis. Judy Weis indicated she did not apply for the position and does not want to be considered.

Motion by Gondeck, seconded by Brosh, to approve the 2020 Annual Appointments as indicated below:

Official Newspaper: Benton County News

Official Process Server: Benton County Sheriff

Health Officer: Dr. Kevin Stiles

Health Board Members: Charlotte Monroe, Jeannie Rajkowski

City Engineering Firm: Short Elliott Hendrickson, Inc.

City Attorney: Rinke-Noonan

City Building Inspector: AllSpec Services

City Auditor: Schlenner & Wenner

Benton Economic Partnership: City Administrator & Gerard Bettendorf

Board of Equalization: Authority directed to Benton County until 2020

Acting Mayor: Jeff Gondeck

Official Depository: City Administrator - approve the depositories for City Funds

Approve Collateral: City Administrator - approve the collateral for City investments

Approve bonding of the City Administrator: annual renewal

Emergency Manager: Police Chief Katie McMillin

Library Board - 2020 – 2021: Rosalie Musachio

2020-2022: Karen Ehrenman

Planning Commission

2020-2022: Jeff Gondeck, Noel Lewandowski

Personnel Committee:

2019: Jeff Gondeck, Gerard Bettendorf

Staff authorized to initiate EFT receipts/payments: Sarah Brunn, Monica Shaw, Sara Judson-Brown

Motion carried, unanimous.

Mayor's Comments & Open Forum

Josh Beutz, 420 Norway Drive, expressed concern with the parking ordinance. Mr. Beutz indicated the ordinance allows parking on adjacent lots and he owns a larger lot adjacent so according to ordinance should be allowed with hard surfacing. City Administrator Brunn referenced the definitions section which defines a parking surface. Ms. Brunn also indicated the zoning ordinance requires hard surfacing.

Amanda Welle, 250 3rd Avenue, indicated she has requested the planning commission to review the ordinance for possible changes.

Judy Weis, 340 2nd Avenue, expressed her support of Shelly Kuelbs as the new library coordinator.

Department Reports

Police Chief Katie McMillin reviewed the monthly law enforcement report and activities of the police department. Calls for the year 2019 were at the highest its ever been since the police department's re-establishment. McMillin requested authorization to provide additional officers at the state archery tournament. Motion by Gondeck seconded Musachio to approve the contracting. Motion carried, unanimous.

There was additional discussion on the parking ordinance and how to proceed with planning taking it under consideration. Motion by Bettendorf seconded by Swanson to continue letters and advising individuals of the ordinance but not proceeding with legal action for at least 90 days. There was discussion on how this would apply to the ordinance. Motion carried, unanimous.

Gondeck asked if there would be an increase in TZD hours in 2020. Chief McMillin indicated support for TZD hours but that they are controlled and allocated by St. Cloud who manages the program.

City Engineer Jon Halter updated the council on the 2022 Highway 25 TAP Trail Plans. Halter indicated adopting the resolution would move the project forward for bids as soon as MnDOT approves. Musachio questioned the landscaping and who maintains and restores it. Brosh asked about the ramps at and curb at Birch. Halter also reviewed the estimated project costs. Brosh asked about the drainage issues at Fraser Drive and Halter indicated some piping is included in the plans and staff is looking at some additional improvements to be added to the project at the city's cost to help correct the issues. Motion by Musachio seconded by Gondeck to adopt Resolution #2020-01 Approving Plans. Motion carried, unanimous.

Public Works Director Mark Pappenfus provided a brief update on the department activities. Brosh questioned the alley project and was informed only warranty work remains.

Old Business

City Administrator Sarah Brunn provided an update from a meeting held in December with the MPCA. The report from the meeting was positive and that a stricter limit for phosphorus was in the works already and this potential could open up the city for additional Point Source Implementation Grant Funding. Staff indicated they plan to proceed with an application this year if there are no council objections. The council directed staff to proceed with the application.

New Business

Gondeck asked about a duplex possibility in Sterling Ridge near Maple and Fraser. Brunn indicated staff has already conducted research into the matter and informed the developer. Brunn will forward the information to the council.

Closed Session – Performance Review of City Administrator Sarah Brunn

Mayor Bettendorf closed the regular meeting at 6:24pm to conduct the performance review of the city administrator. Mayor Bettendorf reconvened the regular city council meeting at 7:03pm. The performance of the city administrator was determined to be satisfactory.

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

Sarah A. Brunn, Administrator

January 23, 2020

Members of Governance
City of Foley
Foley, MN

Attention: City Council

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Foley's (the City) governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the years ended December 31, 2019, 2020, and 2021, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

An Independently Owned Member, RSM US Alliance

www.swcpcpas.com

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

St. Cloud
320.251.0286

Little Falls
320.632.6311

Albany
320.845.2940

Maple Lake
320.963.5414

Monticello
763.295.5070

We will also communicate to the Governing Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City of Foley and that are to be included as part of our audit are listed here:

- General Fund
- Major Debt Service Funds
- Fire Service Fund
- Major Capital Improvement Funds
- Non-major Capital Projects Funds
- Non-major Debt Service Funds
- Non-major Special Revenue Funds
- Water Fund
- Sewer Fund

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- d. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution; and

f. To provide us with:

- 1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
- 2) Additional information that we may request from management for the purpose of the audit; and
- 3) Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the City received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Governing Board is responsible for informing us of its views about the risks of fraud or abuse within the City, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the City.

Our association with an official statement is a matter for which separate arrangements will be necessary. The City of Foley agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City of Foley seeks such consent, we will be under no obligation to grant such consent or approval.

The City of Foley agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City of Foley agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering.

Because Schlenner Wenner & Co. will rely on the City of Foley and its management and the Governing Board to discharge the foregoing responsibilities, the City of Foley holds harmless and releases Schlenner Wenner & Co. and its partners and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City of Foley's management that has caused, in any respect, Schlenner Wenner & Co.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Sarah Brunn, City Administrator. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services including (a) preparation of the financial statements, all note disclosures, and supplemental schedules, (b) various year-end bookkeeping adjustments, (c) preparation of the annual state report, and (d) depreciation schedules. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City of Foley, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City of Foley has agreed that Sarah Brunn, City Administrator, possesses suitable skill, knowledge or experience and that the individual understands the non-audit services to be performed sufficiently to oversee them. Accordingly, the management of the City of Foley agrees to the following:

- a. The City of Foley has designated Sarah Brunn, City Administrator, as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
- b. Sarah Brunn, City Administrator, will assume all management responsibilities for subject matter and scope of the non-audit services described above;
- c. The City of Foley will evaluate the adequacy and results of the services performed; and
- d. The City of Foley accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City of Foley's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

Other Relevant Information

Schlenner Wenner & Co. may mention the City's name and provide a general description of the engagement in Schlenner Wenner & Co.'s client lists and marketing materials.

From time to time and depending upon the circumstances, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by Schlenner Wenner & Co. professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work are based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. We will submit our bill for these services promptly upon rendering the report. Billings are due upon submission. If any of the aforementioned criteria are not met, then fees may increase. Our estimated fees for the services described in this letter will approximate the following amounts each year:

<u>Year Ended</u> <u>December 31,</u>	<u>Amount</u>
2019	\$16,500
2020	\$17,150
2021	\$17,850

In the event you terminate this engagement, you will pay Schlenner Wenner & Co. for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by Schlenner Wenner & Co. through the effective date of termination.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, Schlenner Wenner & Co. may, at its sole discretion, terminate this arrangement letter without further obligation to the City of Foley. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for Schlenner Wenner & Co. to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate Schlenner Wenner & Co. for any additional costs incurred as a result of the City's employment of a partner or professional employee of Schlenner Wenner & Co.

The audit documentation for this engagement is the property of Schlenner Wenner & Co. and constitutes confidential information.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

In the event we are requested or authorized by the City of Foley or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City of Foley, the City of Foley will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of the Schlenner Wenner & Co. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of the Schlenner Wenner & Co. audit personnel and at a location designated by our firm.

Claim Resolution

The City of Foley and Schlenner Wenner & Co. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Schlenner Wenner & Co. or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. Schlenner Wenner & Co.'s liability for all claims, damages and costs of the City of Foley arising from this engagement is limited to the amount of fees paid by the City of Foley to Schlenner Wenner & Co. for the services rendered under this arrangement letter.

Miscellaneous Terms

Schlenner Wenner & Co. may terminate this relationship immediately in its sole discretion if Schlenner Wenner & Co. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Schlenner Wenner & Co.'s client acceptance or retention standards, or if the City of Foley is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City of Foley or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City of Foley's financial statements. Our report will be addressed to the Governing Board of the City of Foley. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City of Foley's financial statements, we will also issue the following types of reports:

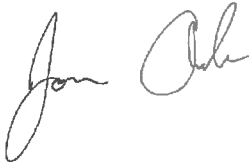
- a. Reports on internal control related to the financial statements. These reports will describe the scope of testing of internal control and the results of our tests of internal control;
- b. A report as to whether anything came to our attention in relation to the City's compliance with the provisions of the Minnesota Legal Compliance Audit Guide for Cities, promulgated by the State Auditor pursuant to Minnesota Statute Section 6.65.

This letter constitutes the complete and exclusive statement of agreement between Schlenner Wenner & Co. and the City of Foley, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.



Jonathan S. Archer, CPA
Partner

SCHLENNER WENNER & CO.
St. Cloud, Minnesota

Confirmed on behalf of the City of Foley:

Report on the Firm's System of Quality Control

October 9, 2019

To the Partners of Schlenner Wenner & Co. and the Peer Review Committee of the Minnesota Society of Certified Public Accountants.

We have reviewed the system of quality control for the accounting and auditing practice of Schlenner Wenner & Co. (the firm) in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Schlenner Wenner & Co. in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Schlenner Wenner & Co. has received a peer review rating of *pass*.



Olsen Thielen & Co., Ltd.

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2020 - 03

A RESOLUTION ACCEPTING DONATION FOR FIRE DEPARTMENT

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, Bernadette Stangler has offered to donate funds for the Foley Fire Department for fire equipment, 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 the Bernadette Stangler for her generous donation.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 4th day of February 2020.

Gerard L. Bettendorf, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

To whom it may concern,

Please accept this letter as formal notification that I am resigning from my position as volunteer firefighter with the Foley Fire Department. My last day will be January 23rd, 2020.

Thank you so much for the opportunity to work as a volunteer firefighter for the past three and a half years. I've greatly enjoyed and appreciated the opportunities I've had to be hands on in emergency situations by fighting fires or administering first aid, and I've learned how to work as a team and keep a calm head through chaos and stress, all of which I will take with me.

Please let me know if there's anything else I can do to aid during the transition.

I wish the department continued success, and I hope to stay in touch in the future.

Sincerely,

Nathaniel K. Lease

A handwritten signature in cursive script, reading "Nathaniel K. Lease". The signature is written in dark ink and is positioned below the printed name.

January 8th, 2020

Brady C. Akerson
249 Birch Drive
Foley, MN 56329
320-220-1375

Chief Katie McMillin
Foley Police Department
251 4th Avenue N, P.O. Box 709
Foley, MN 56329

Dear Chief McMillin,

Please accept this letter as notice that I will be resigning from my position as a Police Officer for the Foley Police Department effective March 18th, 2020.

Thank you so much for giving me the opportunity to work for such an amazing department this past year. I will be forever grateful for the experiences I have gained here during my time with the department. I had the chance to meet some amazing Officers, Deputies and individuals that guided me with new knowledge and helped make work fun. It is a lot of fun to work in the small community that I live in and I was able to see how awesome our community really is.

Thank you again for providing me the opportunity to gain new experiences and for running such a great department. You have an awesome group of Officers that have your back and are dedicated to our profession.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brady Akerson".

Brady Akerson

Bills List - February 4, 2020

Gross Salaries	Payroll - 1/17/20	\$	28,996.32
EFTPS	Federal Withholding	\$	5,187.26
MN Dept of Revenue	State Withholding	\$	1,061.81
State Treas. PERA	PERA	\$	5,685.03
Nationwide	Deferred Comp	\$	820.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	490.00

Gross Salaries	Payroll - 1/31/20	\$	29,000.94
EFTPS	Federal Withholding	\$	5,237.58
MN Dept of Revenue	State Withholding	\$	1,055.69
State Treas. PERA	PERA	\$	5,715.37
Nationwide	Deferred Comp	\$	820.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	80.00
Further	HSA Contribution	\$	490.00

Already Paid - 2/4/20

Postmaster	Utilities Postage Meter Refill	\$	1,000.00
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To Be Paid - 2/4/20

Further	Dependent Care Reimbursement-McMillin	\$	5,000.00
AllSpec Services	January 2020 Inspection Services	\$	402.90
American Legion Auxilliary	2020 Fire Dept Banquet	\$	747.50
Batteries Plus Bulbs	Street Batteries	\$	22.08
Benton County Attorney	PD Legal Fees	\$	891.00
Benton County Highway Dept	PD Fuel	\$	802.21
Benton County Historical Society	2020 Annual Contribution	\$	750.00
Cathy Theis	PD Transcription	\$	5.00
Kaie McMillin	2019 Christmas Lights Winner	\$	100.00
Cintas	Public Works Uniform	\$	325.74
City of St. Cloud	2020 CMWEA Membership Fee	\$	223.00
Coborns	Office Supplies	\$	49.31
Compass Minerals	Snow Chemicals	\$	9,872.42
Delta Dental	Employee Dental Insurance	\$	918.70
Emergency Response Solutions	FD Equip Maint	\$	36.80
Fairview Health Services	PD Employee Medical Exam	\$	405.00
Ferguson Waterworks	Water Supplies	\$	101.90
First National Bank of Omaha	Credit Card Purchases	\$	286.68
Foley Area Care	2020 Annual Contribution	\$	1,000.00
Foley Physical Rehab	FD Pre-Work Screening	\$	460.00
Forestry Suppliers	FD Equipment	\$	1,362.97
Galls, LLC	PD Uniforms	\$	534.00
Gatr Truck Center	Snow Equip Repair	\$	28.65
Gilman Coop Creamery	Snow Fuel	\$	29.85
Gopher State One Call	2020 Annual Facility Operator Fee	\$	50.00
Hawkins	Water Chamics	\$	1,118.30
Initiative Foundation	2020 Annual Contribution	\$	600.00
League of MN Cities	PD Training	\$	630.00
Marco	Copier Lease	\$	35.41
MidCo	Phone & Internet Services	\$	696.95
MN Dept of Natural Resources	Water Pumping Expense	\$	362.64
MN Dept of Public Safety	Pool HAZMAT Fees	\$	100.00
MN State Fire Cheis Association	FOTOS Training, 2020 Membership	\$	625.00
Motorola Solutions	FD Radios	\$	876.97
MSFDA	MN FD Newsletter	\$	147.00
Murphy Chevrolet	PD Vehicle Repair	\$	309.17
New Frontier Services	Website Services	\$	309.17
Northland Securities	Annual Disclosure Report	\$	645.00
Rinke Noonan	MNPEA & General Legal	\$	1,599.50
RMB Environmental Laboratories	Water & Sewer Testing	\$	234.00

Shift Technologies
Short Elliott Hendrickson
Silt Sock - TIF
Staples
Sun Life Assurance Co
Tri-County Humane Society
USable Life
Verizon
Volunteer Firefighters Benefit Assoc.
Weidner Plumbing & Heating
Wex Bank
Xcel Energy

Monthly AntiSpam Filtering	\$	33.60
Dewey, TAP Trail, General Engineering	\$	9,950.64
TIF Reporting Payments	\$	21,242.42
Office Supplies	\$	63.87
Employee LTD Insurance	\$	196.81
Animal Surrender Fee	\$	200.00
Employee Life Insurance	\$	186.50
Cell Phones	\$	264.51
2020 Membership	\$	147.00
Scout House Furnace Repair	\$	299.43
Fuel Purchases	\$	82.71
Utilities	\$	7,179.12
	\$	<u>158,261.43</u>

Community Solar Gardens

SAVE MONEY ON YOUR ENERGY WITH FIXED SAVINGS, NO UPFRONT COST, NO ONSITE CONSTRUCTION, AND FLEXIBLE TERMS



-No pricing risk: guaranteed savings (average annual savings 10%)

-No production risk

-\$0 upfront

-Flexible terms

-Solar is offsite: No impact to your existing electric infrastructure

-Opportunity to market your business as taking a leadership role in supporting clean energy

-Support Minnesota clean energy jobs through a Minnesota company

What is a community solar garden (CSG)?

A community solar garden (pictured above) is a 1 MW AC solar installation that provides power for the Xcel grid. A 1 MW AC garden produces enough energy for about 170 homes

How do you save through the program?

Subscribers receive solar bill credits on monthly utility statements that apply directly to total charges. NES offers a solar subscription at a fixed discount rate to **guarantee annual savings**.

Where will my power come from?

Xcel remains your electricity provider. Electricity from the CSG is mixed into the grid. There is no change to the way your business receives energy. If the sun isn't shining, you are still receiving power.



NOVEL ENERGY IS A LEADER IN THE MINNESOTA SOLAR INDUSTRY

- Novel developed the first four Community Solar Gardens in Xcel territory
- Over 100 MW of projects developed

Who we are: Novel Energy Solutions

Novel Energy Solutions is a Minnesotan-owned, St. Paul based, full-service energy management company providing customers community solar subscriptions, on-site solar construction, solar project financing and energy conservation.



Get your free savings analysis to see how much money solar can save your business!

STEP #1:

We left you a "Xcel Consent to Disclose Utility Customer Data" form. This form allows us to determine the average annual usage of your facility. We will use this information to create a savings analysis to accurately estimate your savings by taking part in the program. **There is no commitment to subscribe by submitting this form.**

Estimated annual savings

\$5,000 - \$7,500

(per 714,000 kWh of energy usage)

A word from one of our customers:

"Throughout the process, from the first presentation all the way to seeing those first solar credits on the Xcel Energy bills, I was always kept in the loop... The overall experience with Novel Energy Solutions was extremely positive. I have recommended them to a number of other companies as I feel the community solar garden program is something all eligible companies need to take part in."

A handwritten signature in dark ink, reading "Bill L. Ward". The signature is fluid and cursive.

Bill L. Ward

Facility Administrator, School Sisters of Notre Dame, Mankato



Building a Better World
for All of Us®

January 28, 2020

RE: Foley, Minnesota
200,000 Gallon Elevated Water Tower -
Engineering and Inspection Services
SEH No. P-FOLEY 154224 1.03

Ms. Sarah Brunn, City Administrator
City of Foley
251 4th Avenue North
PO Box 709
Foley, MN 56329-0709

Dear Sarah:

Short Elliott Hendrickson Inc. (SEH) is pleased to present this proposal to the City of Foley for Engineering and Inspection services related to evaluation of your 200,000 gallon Elevated Water Tower.

SEH recognizes the importance of conducting periodic inspections of water storage facilities as a means of identifying possible deficiencies in an effort to provide ongoing maintenance in an overall effort to extend their service life. SEH has been performing facility evaluations in accordance with AWWA D101 successfully for over 20 years, working with Clients to meet their expectation for long-term service.

SCOPE OF WORK

It is the intent of the City to evaluate the condition of its 200,000 gallon Elevated Water Tower in accordance with current AWWA D101 standards and Manual 42.

For the required tank evaluation, SEH will inspect the exterior and dry interior (where applicable) surfaces and appurtenances. The inspection shall include, but not be limited to, corrosion, structural integrity, coatings serviceability, containments (lead and/or chromium identification, etc.), and regulatory requirements. The immersion surfaces and its appurtenances shall be inspected using a Deep Trekker DTG2 Remote Operated Vehicle (ROV) for inspection of surfaces in immersion (see attached data). SEH will provide additional analysis with regard to these inspections and incorporate the findings as a supplement to our report. SEH will notify the City in advance of project commencement, and provide at least one week notification prior to mobilization.

Prior to the start of the project, the project manager will review site access and expectations with City staff. Upon project completion, SEH will review its results and draft recommendations with staff prior to delivery of the final report. Specific tasks to be completed as follows:

TASK 1 – WATER TOWER INSPECTION SERVICES

Work will include the following subtasks:

1. Perform evaluations of the facility in accordance with AWWA D101 to determine the tank condition with regard to current industry standards. The interior evaluation will be performed with the "ROV" method, by an SEH NACE Certified Coating Inspector.

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

2. Perform the following tests in conformance with ASTM and Society for Protective Coatings (SSPC) as applicable to the tank.
 - a. Dry Film Thickness (DFT) readings (SSPC PA2).
 - b. Adhesion testing, as applicable and at the discretion of the City (destructive testing) (ASTM D-3359).
 - c. Evaluate degree of rusting as observed, as applicable (ASTM D-610).
 - d. Evaluating degree of blistering as observed, as applicable (ASTM D714).
 - e. Ultrasonic thickness readings of pitted steel area(s), as applicable (ASTM G46).
3. Digital photographs of site, structure, and condition. A DVD video record will be provided for the tank.
4. Written report (three copies and one digital copy) detailing all field observations, conclusions, and recommendations for any repair and/or maintenance, along with associated costs.
 - a. Detailed, itemized Engineer's opinion of probable cost for budgetary purposes.
 - b. Assessment of existing coating systems will be included referencing rusting, blistering, cracking, peeling, pitting, chalking, and delamination where applicable.
 - c. Facility structural evaluation.
 - d. Facility accessory identification and compliance verification with OSHA, AWWA, and other regulatory agencies as applicable.
 - e. Telecommunications equipment observation and condition assessment, if applicable.
 - f. Sediment identification and recommendation for removal as applicable.
 - g. Toxicity Characteristic Leaching Procedure (TCLP) test results from certified laboratory, referencing test for all eight Resource Conservation and Recovery (RCRA) metals.

TASK 2 – COATINGS REPAIR ASSISTANCE

Task 2 services are as follows:

1. Develop a contractor-ready bid package including project scope, insurance requirements, time line, and specification.
2. Coordinate solicitation of quotes of up to three contractors, receive quotes, and assist in quote review if applicable.
3. Coordinate and attend one preconstruction meeting.
4. Provide up to eight on-site part-time construction observations/inspections.

Work Not Included:

- Permitting.
- Contractor agreement.
- RFI processing.
- Contractor pay requests.
- Shop drawings.
- Construction services (to be provided in a separate contract).
- Record drawings.

PROTECTIVE COATINGS MANAGEMENT (PCM) TEAM

All SEH PCM inspectors are certified through the Society for Protective Coatings (SSPC) and/or NACE International. Inspectors are also certified through the American Welding Society (AWS), or are working under the direct supervision of an AWS certificated inspector and/or registered professional engineer.

Additionally, each inspector has received required safety training applicable to this scope of work. SEH will provide and be responsible for all field equipment necessary to perform the required scope of work.

OWNERS RESPONSIBILITY

The City is requested to assist SEH in the following manner:

- Host review meeting.
- Provide timely direction and policy decisions as required to complete the work.
- Coordinate communications with other integral City Departments or Divisions.
- Provide access to the tank.
- Have the tank filled as close to overflow as possible for entire length of inspection.
- Provide background information on the tank; including maintenance (painting/reconditioning) records and previous inspection reports, as may be requested.
- Provide timely review of the bidding documents prior to distribution.

PROJECT FEE

Task 1 will be provided on a lump sum basis including expenses and equipment (mileage, reproduction, travel). The total fee for the water tower evaluation and report will be \$4,290.

Task 2 services to assist in 2020 short term spot repairs at the tank exterior for the hourly not-to-exceed fee of \$10,030 including expenses and equipment (mileage, reproduction, travel).

SCHEDULE

SEH will provide City staff with a detailed schedule based on anticipated weather and anticipated seasonal inspection scheduling for spring 2020. Without inclement weather, the tank inspection should be completed in one day, and the reports ready for delivery within 30 days following completion of field operations.

We appreciate this opportunity to be of service to the City of Foley. Please do not hesitate to contact Patrick Skodje directly at 651.318.0360 or pskodje@sehinc.com if you have any questions or if you need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jon Halter
City Engineer
djg
Enclosures



Patrick Skodje
Protective Coatings Manager

c: Mark Pappenfus, City of Foley (w/enclosures)
Kevin Young, SEH (w/enclosures)
Patrick Skodje, SEH (w/enclosures)

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System Overview

The DTG2 ROV is designed to operate in fresh or salt water between the temperatures of -5C [23F] to 45C [113F]. This unique ROV incorporates internal/onboard batteries, so the system is completely portable with no top side generator or box required. The tether is also much smaller and lighter than a tether designed to carry power. The controller replicates a traditional game pad, reducing the learning curve of successfully operating the DTG2 significantly.

The use of magnetic couplers means that there is no dynamic shaft seal on board the DTG2. This feature dramatically increases reliability and requires no maintenance, greasing or replacing any seals on the ROV.

The patented pitch control aims the outer shell (thrusters) to any angle +/- 90 degree from center for a total of 180 degrees. This system that works entirely from within the hull, eliminates the requirement of a third or fourth thruster and further increases reliability and ease of use.

The ROV and tether are 100% waterproof and should not take on water unless damaged. The standard controller is splash resistant, but should not be submerged or power washed at any time. Other optional viewing systems offered are not waterproof in any way and need to be used with care of in outdoor environments. The ROV charger and controller charger are indoor products that should never be operated near water or wet conditions.

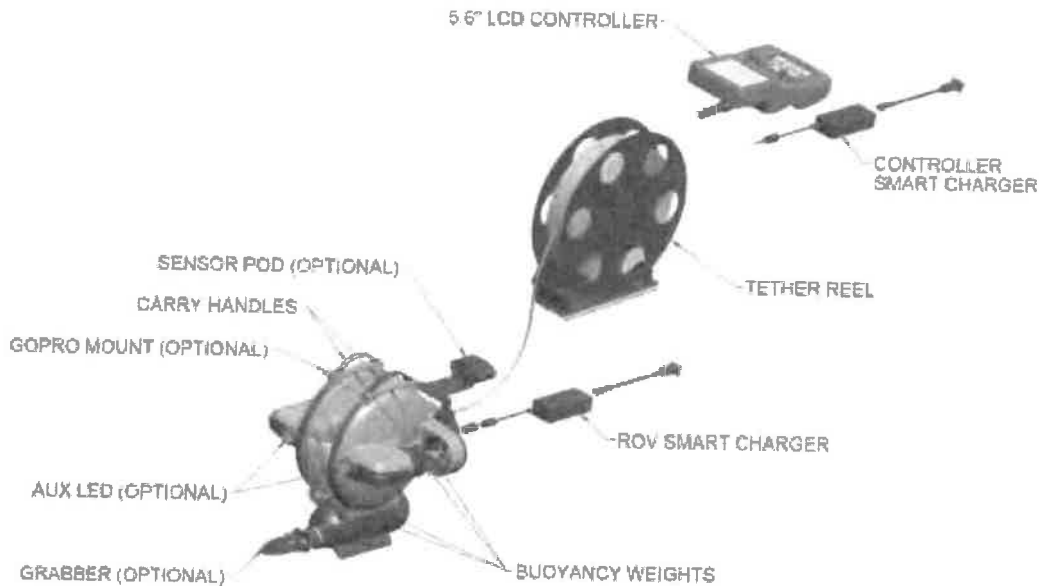


Fig. 2A

DEEP TREKKER DTG2 SPECIFICATIONS

ROV GENERAL SPECIFICATIONS :

WIDTH :	325 MM (12.8")
HEIGHT :	258 MM (10.2")
LENGTH :	279MM (11.0")
WEIGHT (IN AIR) :	8.5 KG (18.7 LB)
BODY MATERIAL :	PAINTED CAST ALUMINUM
WINDOW MATERIAL :	PMMA
DEPTH RATING :	
STARTER :	75 M (250 FT)
PRO :	75 M (250 FT)
SMART :	125 M (410 FT)
WORKER :	125 M (410 FT)
OPERATING TEMPERATURE :	-5°C TO 40°C (23°F – 104°F)
SPEED :	2.5 KNOTS
WARRANTY :	1 YEAR – PARTS AND LABOUR



ROV ELECTRICAL SYSTEM :

SYSTEM VOLTAGE :	19.2 VDC
BATTERY RUN TIME :	4 - 8 HOURS
BATTERY RECHARGE :	3 HOURS
THRUSTER CONTROL :	INDEPENDENT INFINITELY VARIABLE 100% REVERSIBLE



LIGHTS AND CAMERA :

CAMERA COLOUR :	700 HD 0.01 LUX WIDE FOCUS RANGE 270 DEGREES OF ROTATION
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FLOOD LIGHT :	HIGH POWERED HIGH EFFICIENCY LED FLOOD TRACKING WITH CAMERA
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ROV TETHER :

TETHER DIAMETER :	5.0 MM (0.19")
TETHER LENGTH :	50 M, 75M, 100M, 150M (164 - 492 FT)
CUSTOM LENGTHS :	UP TO 400 M (1,312 FT)
TETHER WIGHT :	NEUTRALLY BUOYANT IN WATER
TETHER CONSTRUCTION :	POLYURETHANE OUTER JACKET WITH EMBEDDED LIGHT WEIGHT SYNTHETIC FIBERS

MAXIMUM WORKING STRENGTH :	25 KG (55 LB)
MINIMUM BREAKING STRENGTH :	90 KG (200 LB)



ROV CONTROLLER :

CONTROLLER LEDs

INDICATE :	POWER ON FLOOD LIGHT ON LOW CONTROLLER BATTERIES LOW ROV BATTERIES LEFT THRUSTER ERROR RIGHT THRUSTER ERROR COMMUNICATION ERROR LEAK ALARM PITCH STALL ERROR
------------	--

THRUSTER CONTROL :	2 AXIS JOYSTICK – INFINITELY VARIABLE
PITCH CONTROL :	1 AXIS JOYSTICK – INFINITELY VARIABLE
CAMERA CONTROL :	2 BUTTONS (UP AND DOWN)
FLOOD LIGHT CONTROL :	1 ON-OFF BUTTON



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 January 29, 2020 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **200,000 Gallon Elevated Water Tower – Engineering and Inspection Services.**

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

Project Manager: Patrick Skodje
Address: 3535 Vadnais Center Drive
St. Paul, MN 55110-5196
Telephone: 651.318.0360 **email:** pskodje@sehinc.com

Scope: The Basic Services to be provided by Consultant:
See attached SEH letter dated January 29, 2019.

Resident Project Representative Services

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

Schedule: See attached SEH letter dated January 29, 2019.

Payment:

See attached SEH letter dated January 29, 2019.

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: 

By: _____

Title: Jon Halter
City Engineer

Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Foley, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 29, 2020

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.

Exhibit A-2
to Supplemental Letter Agreement
Between City of Foley, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 29, 2020

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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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 B
to Supplemental Letter Agreement
Between City of Foley, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 29, 2020

**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.

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Building a Better World
for All of Us®

January 31, 2020

RE: City of Foley, Minnesota
Proposal for Professional Engineering Services
Inflow and Infiltration Sewer Study
SEH No. P-FOLEY 154233

Mr. Mark Pappenfus
Public Works Director
City of Foley
321 4th Ave. N
Foley, MN 56329

Dear Mr. Pappenfus:

Thank you for the opportunity to submit this proposal to the City of Foley. Over the past 15 years, SEH has been working with communities in need of inflow and infiltration (I/I) support services. We have worked with dozens of communities throughout Minnesota to identify I/I through sanitary sewer collection system investigations and rehabilitation measures to locate and remove clear water (I/I) sources. SEH conducted a preliminary sanitary sewer flow monitoring program for the City of Foley back in 2012 and is currently working with the City to wrap up the private property inspection program that resulted from the initial flow monitoring.

It is our understanding that the City of Foley is looking to perform sanitary sewer flow monitoring and sewer smoke testing as a part of its continued effort to identify and localize areas of I/I still making their way into the system. Flow monitoring activities would be intended to start as early as March 1, 2020 and extend for a minimum of four (4) months. This timeframe is recommended in order to try and accommodate the snow-melt as well the occurrence of enough quality rain events necessary to generate an adequate wet weather response within the system. All necessary meter installations, maintenance, and data downloads performed throughout the project would be conducted by experienced SEH technicians. Sewer smoke testing activities would be targeted for June 2020 in order to accommodate drier ground conditions which typically increase the effectiveness of smoke testing.

Sanitary sewer flow monitoring would primarily focus on the northern half of the City, which is ultimately serviced by the Broadway Street Lift Station. City data of the flow passing through the lift station have indicated that there is still a large contribution of I/I coming from that portion of the collection system in comparison to the rest of the City. SEH field technicians would install temporary flow meters within the Broadway Lift Station sewershed in order to better localize point sources of I/I within the system. The temporary meters would be able to determine the flow conditions and peak I/I values within each sub-district. Based on the initial monitoring results and the available budget, it may be possible to relocate the flow meters in order to further isolate contributing I/I sources across the City. This process would provide the City with the most flexibility to narrow down the areas of potential I/I contribution into the system and establish the groundwork for future improvement and rehabilitation projects.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Purpose and Objectives

The purpose of this work scope is to outline the necessary tasks to assist the City of Foley in completion of I/I investigation through sanitary sewer flow monitoring and sewer smoke testing. The main objective of this study will be the use of the final memorandum to help identify future direction for I/I abatement projects within the City.

Scope of Work

The work scope for completing the I/I investigation will include the following tasks. Our staff understands that the success of a program of this nature requires the work to be performed as an extension of City staff and to be respectful of City property and the entire surrounding community.

Task 1.0 – Sanitary Sewer Flow Monitoring

- Install three (3) temporary flow meters within the sanitary sewer collection system. Specific locations to be identified through collaboration with City staff upon notice to proceed for this project.
 - SEH will furnish, install, calibrate, and maintain sanitary sewer monitoring equipment.
 - Flow meters to provide raw monitoring data in 15 minute maximum intervals tabulated, daily maximum and minimum flow rates, total, average, and peak daily flow.
- Install one (1) temporary rain gauge capable of collecting 5-minute readings to be furnished by SEH.
- Flow monitoring intended to occur from approximately March 1, 2020 until June 30, 2020.
- SEH shall provide data download and field maintain services for the flow monitoring equipment.
 - Task can be removed/significantly reduced if City staff is available to perform data download and maintenance of equipment, including confined space entry and cleaning of in-pipe probe sensors.
- At the end of the intended flow monitoring period, SEH shall completely remove all monitoring equipment.

Task 2.0 – Sanitary Sewer Smoke Testing

- SEH to provide City staff with smoke testing public notification literature examples for review. City shall be responsible for distributing the literature to the general public and emergency services entities prior to the start of smoke testing.
- Perform smoke testing on gravity sanitary sewer lines located within identified sewer basins using high capacity smoke blower. SEH personnel will visually identify and document each defect location observed during the sewer smoke testing utilizing digital cameras.
- The nature of the smoke testing assessment will be to confirm sewer system connectivity, identify gravity sewer defects, cross-connections between storm and sanitary sewers, and identify defects from private sources such as property owner laterals and illicit downspout connections.

Task 3.0 – Reporting and Data Analysis

- Our team will review all of the flow metering data and provide analysis to determine the dry and wet weather flows at each metered location or sub-basin area.
- SEH will prepare a draft technical memorandum report to the City for review via electronic copy. The draft report will include a description of work for each of the tasks outlined above, the analytical results from the flow monitoring program, a priority list of all metered area, and a priority list of identified deficiencies for the sewer smoke testing.
- SEH will provide recommendations for the implementation of future I/I investigation and abatement measures, as needed, based on the flow monitoring results and the smoke testing investigation.
- Following the review and approval of the draft technical memorandum by City staff, the SEH team will make any necessary modifications and provide the City with an electronic copy of the final report.
- Conduct one (1) review meeting at the conclusion of the project to discuss the final results with City staff.

Project Exclusions

- Hydraulic calculation or modeling of sanitary sewer flows.
- Stakeholder coordination outside of City of Foley Public Works staff.

Project Schedule

SEH has the staff available to work on this project and can start as soon as March 1, 2020 provided notice to proceed from the City. The anticipated schedule for active flow metering would be: 03/01/2020-06/30/2020. Smoke testing investigation would be expected to occur in June 2020. Final project delivery would be projected for July 31, 2020 pending no project extensions or other additions to the presented scope of work.

Cost Estimate

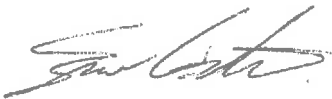
The estimated project cost for the scope of work outlined above would be: \$48,360. A cost breakdown of labor and expenses can be found attached at the end of this document. The hourly labor rates are listed within the cost estimate and will be maintained throughout the duration of this project. SEH would propose to invoice our services monthly on a time and material basis within the overall not-to-exceed price.

The flow monitoring project is designed to include minimal demand from City staff beyond the initial coordination. In an effort to accommodate the City's budget, increased City involvement in the areas of Data Download and Flow Meter Maintenance, could result in significant cost savings across the project. Additionally, removing the smoke testing of the Birch Lift Station Sewershed is an additional area where significant cost savings can be achieved without compromising the primary focus of the project.

If you have any questions or comments related to this project, please feel free to call me at 651.318.0350. We look forward to working with the City of Chisholm on this important project.

Sincerely,

SEH



Spencer Cossalter
Project Manager / Design Leader

C: Jon Halter, SEH

Sewer Flow Monitoring Study
City of Foley Minnesota
Project Cost Estimate

Task	Senior Engineer 180/hr	Staff Engineer \$120/hr	Lead Field Technician \$145/hr	Field Technician \$90/hr	GIS Specialist \$115/hr	Admin. Technician \$95/hr	Total labor
	Labor Hours						
Task 1.0 - Sewer Flow Monitoring							
Project Management	2	2	2			6	\$1,460
Install Flow Meters / Rain Gauge			12	12			\$2,820
Flow Meter Downloads *				40			\$3,600
Flow Meter Maintenance *			24	24			\$5,640
Data Management		16					\$1,920
Equipment Removal			6	6			\$1,410
Task 2.0 - Sewer Smoke Testing							
Pre-Testing Coordination	2	2	2				\$890
Broadway Lift Station Sewershed			50	50			\$11,750
Birch Lift Station Sewershed **			24	24			\$5,640
Task 3.0 - Final Reporting and Data Evaluation							
Analyze Flow and Testing Data		16					\$1,920
Final Technical Memorandum	4	16	8		8	2	\$4,910
Labor Hours Subtotal	8	52	128	156	8	8	\$41,960

* Tasks could be reduced/removed with increased involvement from City staff to self-perform the work.

** Birch Lift Station smoke testing could be removed to prioritize investigation on the Broadway sewershed.

Project Reimbursable Expenses		Total
1. Flow Meter Rental		\$3,600
2. Rain Gauge		\$800
3. Field Vehicle Expenses		\$1,800
4. Safety Equipment		\$200
Total Reimbursable Expenses		\$6,400

Total Project Costs

\$48,360



NOTICE OF PUBLIC HEARINGS

Land Use

Environmental Services

**Note time change to 6:00 p.m.*

Government Center
531 Dewey Street
PO Box 129
Foley, MN 56329

(320) 968-5065
(320) 968-5351 FAX
1-800-627-3529 or
7-1-1 Voice, TTY, ASCII

www.co.benton.mn.us

NOTICE IS HEREBY GIVEN that the Benton County Planning

Commission will conduct public hearings on February 13th, 2020 the

Commissioner's Room, Benton County Government Center, Foley, and

beginning at ***6:00 p.m.** The Planning Commission will hear the following:

1. 6:00 p.m. Derrick Nelson requesting to amend conditional use permit #15-421 to expand an existing storage structure in the Agricultural District. Pursuant to Sections 7.1.23 and 11.6. The affected property is described as follows: Lot 1, Block 1, Nelson Addition, Section 10, Watab Township.
- 2. 6:05 p.m. Public hearing to consider the following amendments to the Benton County Development Code. Pursuant to Section 11.8. Modify Section 3 Definitions related to Accessory Solar Energy System, Community Solar Farm, Digital Display Sign, Ice Ridge, Outside Storage, Private Solar Garden, Rip-Rap, Shore Impact Zones; Sections 7.1, 7.2, 7.2A, 7.3, 7.4, 7.5, 7.6, 7.6A, 7.7 and 7.8 to address uses, Section 7S5.3 Shoreland Alterations to further define requirements; Section 8.3 Visual Screening Standards; Section 9 Special Provisions relating to Contractor Yards, Section 9.1 Signs to address digital billboards and remove content based provisions; Section 9.20 Solar to revise all requirements, Section 10

Published: Benton County News, January 28th, 2020
Sauk Rapids Herald, February 1st, 2020

Benton County is an Equal Opportunity Employer, Provider and Lender



Subdivision Regulations to modify administrative subdivisions, add a simple plat process and clarify portions of the full platting process. A printed copy of the proposed amendments is available for review by any person during regular office hours at the office of the Benton County Department of Development. Additional information is available at the Department of Development and at www.co.benton.mn.us.

ANYONE wishing to be heard with reference to the above will be heard at this meeting.

Solar Energy Systems

1) In Section 3.01 make the following revisions:

Community Solar Energy System (also called "Solar Garden"): a solar electric (photovoltaic) array that provides retail electric power (or a financial proxy for retail power) to multiple community members or businesses residing or located off-site from the location of the solar energy system, under the provisions of Minn. Statutes 216B.1641 or successor statute.

Solar Energy System, Accessory: A solar energy system less than five (5) acres in size which is directly connected to or designed to serve the energy needs of the primary use.

Solar Farms, Community: A solar array composed of multiple solar panels on ground-mounted rack or poles which is not directly connected to or designed to serve the energy needs of the primary use but rather for the primary purpose of wholesale sales of generated electricity or a financial proxy for retail power. ~~Solar farms include but are not limited to community solar gardens.~~ A community solar system may be either an accessory or a principal use.

Solar Garden, Private: A solar energy system greater than five (5) acres which is directly connected to or design to serve the energy needs of the primary use. A private solar garden is an accessory use.

2) In individual districts ensure the following is how each type is identified in the list of uses:

Type	Use Type	Size	Application
Solar Energy Systems, Accessory	Accessory	Under 5 acres	Permitted
Private Solar Garden	Accessory	Over 5 acres	IUP
Community Solar Farm	Principal/ Accessory	Under limit for State oversight	IUP

3) Make the following modifications to Section 9.20

9.20 Solar Energy Systems
(Ord. #455, adopted 6/21/16)
9.20.1 Purpose

The purpose of this section is to regulate the installation and operation of Solar Energy Systems not otherwise subject to siting and oversight by the State of

Minnesota under the Minnesota Power Plant Siting Act (Minn. Stat. §§116C.51-116C.697) to protect and promote health, safety and general welfare within the county through uniform standards, regulation and procedures governing the type, size, structure, location, height, erection and use of Solar Energy Systems.

In order to ensure adequate solar skyspace, the County does encourage the use of a solar skyspace easement as a means to protect solar skyspace.

9.20.2 Standards for Private Solar Gardens and Community Solar Farms

Private Solar Gardens and Community Solar Farms shall be subject to the requirements of ~~Section 11.6 or~~ 11.6.3 and the following additional performance standards:

- (1) Foundations. A professional licensed engineer in the state of Minnesota shall certify that the foundation and design of the solar panels is within accepted professional standards, given local soil and climate conditions.
- (2) Other standards and codes. All private solar gardens and community solar farms shall comply with any applicable local, state and federal regulatory standards, including the State of Minnesota Uniform Building Code, as amended; the National Electric Code, as amended; the National Pollutant Discharge Elimination System (NPDES), as amended; and shall be in compliance with all applicable federal, state and local wetland laws, rules and regulations, as amended.
- (3) Power and communication lines. Power and communication lines running between banks of solar panels, ~~and to electric substations, among other project elements -and or providing~~ interconnections with buildings shall be buried underground. Exemptions may be granted by the planning commission in instances where shallow bedrock, water courses, or other elements of the natural landscape interfere with the ability to bury lines.
- (4) Setbacks. Private solar garden and community solar farms must meet the minimum principal building setback for the zoning district and be located a minimum of ~~one hundred (100) feet~~ three hundred (300) feet from a residential dwelling unit not located on the property. Setbacks shall be measured to the nearest solar array or other structure within the private solar garden or community solar farm, excluding security fencing, screening or berm.
- (5) Maximum Height. Ground mounted systems shall not exceed twenty-five (25) feet in height at maximum ground tilt.
- (6) Field Windbreak. As stipulated in Section 9.12, no field windbreaks shall be removed as part of the project unless it can be shown that the windbreak is no longer serving its purpose and the Planning Commission approves such removal.

- (7) Screening. Private solar gardens or community solar farms shall be screened from residential dwelling units as follows when there is less than 1,000 feet of separation between the solar array and residential dwelling:
- (a) Screening shall consist of earth mounds or berms; neutral colored fences and walls; or landscaping used in combination or singularly so as to block direct visual access and to mitigate potential glare concerns.
 - (b) The use of berming and landscaping shall be eighty percent (80%) opaque at the time of maturity. Planting screens shall consist of healthy plant materials at least six (6) feet in height at the time of planting. OR Planting screens shall include at least two staggered rows of evergreen trees placed no more than 8 feet apart.
 - (c) Screening fences and walls that are in disrepair shall be repaired. Planting screens shall be maintained in a neat and healthy condition with plantings that have died being replaced within the current or next growing season.
 - (d) Applicant shall provide mitigation of glare issues, failure to mitigate will be a violation of the IUP.
- (8) Solar panels must be removed and properly disposed of if they are out of production for more than one (1) year unless the County Board Planning Commission grants an extension of time for their removal.
- (9) The interim use permit shall expire at the same time the solar energy farm lease expires, but in no case shall the permit be less than 25 years. The IUP may be extended following the same process as establishment of the original IUP. The Planning Commission may waive the expiration requirement for solar energy farms located on property owned by public utilities or other unique owner operated facilities.
- (10) Application Requirements. The following information shall be provided to the Department as part of the GUP or IUP permit:
- (1) A site plan of existing conditions showing the following:
 - (a) Existing property lines and property lines extending ~~one~~ three hundred (100300) feet from the exterior boundaries, including the names of the adjacent property owners and current use of those properties.
 - (b) Existing public and private roads, showing widths of the roads and any associated easements.
 - (c) Location and size of any existing or abandoned wells, and sewage treatment systems
 - (d) Existing buildings and any impervious surface.

- (e) Topography at two (2) foot intervals and source of contour interval, a contour map of surrounding properties may also be required.
- (f) Existing vegetation (list type and percent of coverage; i.e. grassland, pasture, plowed field, wooded areas, etc.)
- (g) Waterways, watercourses, lakes and public water wetlands
- (h) Level 2 wetland delineation required. Other levels may be appropriate if approved by the Department of Development staff.
~~Delineated wetland boundaries~~
- (i) The one Hundred (100) - year flood elevation and Regulatory Flood Protection Elevation, if applicable
- (j) Floodway, flood fringe and/or general flood plain district boundary, if applicable
- (k) The shoreland district boundary, if any portion of the project is located within a shoreland overlay district
- (l) In the shoreland overlay district, the ordinary high water level and the highest known water level
- (l) In the shoreland overlay district, the toe and top of any bluffs within the project boundaries
- (m) Surface water drainage patterns
- (n) Mapped soils according to the Benton County Soil Survey
- (2) Site Plan of Proposed Conditions:
 - (a) Location and spacing of solar panels
 - (b) Location of access roads
 - (c) Planned location of underground or overhead electric lines connecting the solar farm to the building, substation or other electric load.
 - (d) New electrical equipment other than at the existing building or substation that is the connection point for the solar farm
 - (e) Sketch elevation of the premises accurately depicting the proposed solar energy conversion system and its relationship to structures on adjacent lots (if any);
- (3) Manufacturer's specifications and recommended installation methods

for all major equipment, including solar panels, mounting systems and foundations for poles or racks;

(4) The number of panels to be installed;

(5) A description of the method of connecting the array to a building or substation;

~~(6) A copy of the interconnection agreement with the local electric utility or a written explanation outlining why an interconnection agreement is not necessary;~~

~~(7) A decommissioning plan shall be required to ensure that facilities are properly removed after their useful life. Decommissioning of solar panels must occur in the event they are not in use for twelve (12) consecutive months. The plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site. Disposal of structures and/or foundations shall meet all applicable rules and regulations to proper disposal. The Board may require the posting of a bond, letter of credit or the establishment of an escrow account to ensure proper decommissioning.~~

(86) Aviation Analysis. If the project is within two miles of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or successor policy. The applicant must also complete the Air Space Case Analysis (Form 7460) and provide the results.

(97) Visual Impact Analysis. An analysis of the potential visual impacts from the project including solar panels, roads and fencing along with measures to avoid, minimize or mitigate the visual effects shall be required. A plan may be required showing vegetative screening or buffering of the system from those items to mitigate for visual impacts.

(8) Solar farms must also provide the following:

~~(6a) A copy of the interconnection agreement with the local electric utility or a written explanation outlining why an interconnection agreement is not necessary;~~

~~(7b) A decommissioning plan shall be required to ensure that facilities are properly removed after their useful life. Decommissioning of solar panels must occur in the event they are not in use for twelve (12) consecutive months. The plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site. Disposal of structures and/or foundations shall meet all applicable rules and~~

regulations to proper disposal.

(c)The Board may require theTo ensure proper decommissioning, the applicant shall provide a financial surety by posting of a bond, letter of credit or the establishment of an escrow account to ensure proper decommissioningat a rate of \$25,000 per MW or fraction thereof for Community Solar Farms and at a rate of \$500 per acre for Private Solar Gardens.

Any financial surety arrangement shall be approved by the County Attorney as to form and issuing bank (the issuing bank must be an FDIC insured bank and must be available in its entirety to fulfill the obligations of Developer under the Agreement. Any letter of credit to the County shall contain language requiring its automatic renewal prior to December 31 of each calendar, unless cancellation of the letter of credit is specifically approved in writing by the County.

9.20.3

9.20.3 Standards for Accessory Solar Energy Systems,.

Accessory Solar Energy Systems shall be a permitted accessory use in all zoning districts, subject to the following criteria:

- (1) Accessory Building Limit. Ground mounted systems shall count as an accessory building for the purpose of meeting limits on the number of accessory structures allowed per lot and the coverage limits, as set in Section 6 of this ordinance. ~~Ground mounted systems less than 120 square feet shall not be required to obtain a land use permit, but shall meet the setback requirements of an accessory structure.~~
- (2) Height. ~~Active-s~~Solar energy systems are subject to the following height requirements:
 - (a) Building or roof-mounted solar energy systems shall not exceed the maximum allowed height in any zoning district. For the purposes of height measurement, solar energy systems other than building-integrated systems shall be considered to be mechanical devices and are restricted consistent with other building-mounted mechanical devices for the zoning district.
 - (b) Ground or pole-mounted solar energy systems shall not exceed twenty- five (25) feet in height when oriented at maximum tilt.
- (3) Location within Lot. Solar energy systems must meet the accessory structure setback for the zoning district.
 - (a) Roof-mounted Solar energy systems. In addition to the building setback, the collector surface and mounting devices for the roof-mounted solar systems that are parallel to the roof surface shall not extend beyond the

exterior perimeter of the building on which the system is mounted or built. The collector and racking for roof-mounted systems that have a greater pitch than the roof surface shall be set back from all roof edges by at least two (2) feet. Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of the building on a side yard exposure.

(b) Ground-mounted Solar Systems. Ground-mounted solar energy systems may not extend into the side-yard or rear yard setback when oriented at minimum design tilt.

(4) Compliance with State Electric Code. All photovoltaic systems shall comply with the Minnesota State Electrical Code.

(5) Compliance with all applicable federal, state and local wetland laws, rules and regulations.

(6) Solar panels must be removed and properly disposed of if they are out of production for more than one (1) year unless the Planning Commission grants an extension of time for their removal.

(7) Application Requirements. The following information shall be provided to the Department as part of the land use permit process:

(1) A site plan of existing conditions showing the following:

(a) Existing property lines.

(b) Existing public and private roads, showing widths of the roads and any associated easements.

(c) Location and size of any existing or abandoned wells, and sewage treatment systems

(d) Existing buildings and any impervious surface.

(e) Waterways, watercourses, lakes and public water wetlands

(f) The one Hundred (100) - year flood elevation and Regulatory Flood Protection Elevation, if applicable

(g) Floodway, flood fringe and/or general flood plain district boundary, if applicable

(h) The shoreland district boundary, if any portion of the project is located within a shoreland overlay district

(i) In the shoreland overlay district, the ordinary high water level and the highest known water level

- (i) In the shoreland overlay district, the toe and top of any bluffs within the project boundaries
 - (k) Surface water drainage patterns
- (2) Site Plan of Proposed Conditions:
 - (a) Location and spacing of solar panels
 - (b) Location of access roads
 - (c) Planned location of underground or overhead electric lines connecting the solar farm to the building, substation or other electric load.
 - (d) New electrical equipment other than at the existing building or substation that is the connection point for the solar farm
- (3) Manufacturer's specifications and recommended installation methods for all major equipment, including solar panels, mounting systems and foundations for poles or racks;
- (4) The number of panels to be installed;

January 30, 2020

Sarah Brunn
City of Foley
PO Box 709
Foley, MN 56329-0709

Dear Sarah,

This letter serves as a proposal and agreement for Flaherty & Hood, P.A. ("the Firm") to provide legislative services to the City of Foley. Flaherty & Hood has significant recent experience in securing bonding and general fund dollars for local government projects including for the cities of Windom, Waite Park, Red Wing, Mankato and others.

Scope of Services. Flaherty and Hood, P.A. shall provide legislative services as directed by the city of Foley related to securing funding for the Wastewater Regionalization project. These services may include the following activities:

- Strategic advice
- Assistance with drafting of legislation and appropriate amendments
- Assistance with production of lobbying and informational materials
- Direct lobbying of members of the legislature including chairs and members of key committees and legislative leadership as appropriate
- Direct lobbying of the Governor's administration, and state agencies as necessary
- Assistance with the preparation of testimony in front of committees if necessary

Delivery of Services. Dan Dorman and Loren Solberg will be responsible for providing services from Flaherty & Hood, P.A. on a day-to-day basis. Both Mr. Dorman and Mr. Solberg are former members of the Minnesota House of Representatives. They will be assisted by Bradley Peterson and other Flaherty & Hood staff as necessary. Flaherty & Hood staff will register as lobbyists with the Minnesota Campaign Finance Board as required by law.

Compensation. Flaherty & Hood, P.A. will charge a flat rate fee of \$15,000 to work on the project. The firm will bill the city in two equal installments of \$7,500 in February 2020 and in June 2020.

Term of Agreement. Services under this agreement will begin upon approval of the city of Foley. Services will terminate on December 31, 2020.

Conflict of Interest. The Firm is not aware of any current direct conflicts of interest in representation of Foley and any of its other clients. By entering an agreement the city of Foley understands that the Firm represents other entities seeking funding from the state

and will advocate each project on its own merits. If the Firm becomes aware of a conflict, it will notify both parties immediately and will seek a waiver of the conflict from both parties.

Amendment to Agreement. This agreement may be amended by mutual consent of both parties. The amendment must be in writing, describe the additional services, terms or compensation agreed to, and be signed by the designated representative of the City and a representative of the Firm.

If this letter adequately outlines your understanding of our agreement, please return a signed copy to our office, to the attention of Bradley Peterson. We look forward to working with you all.

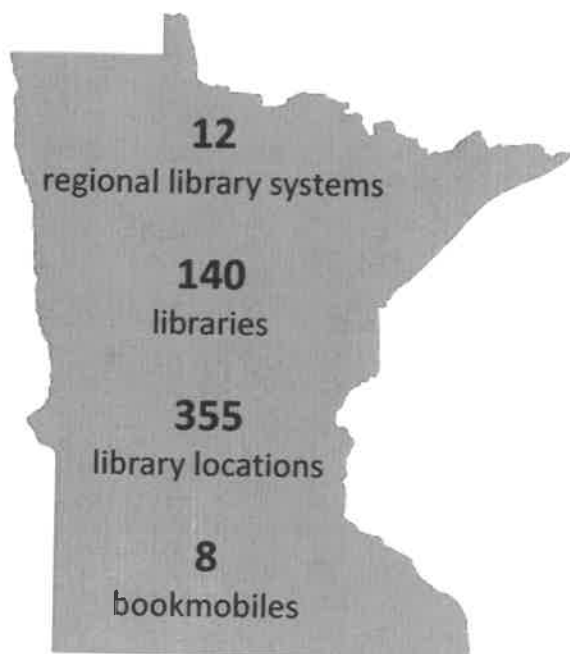
Very truly yours,

FLAHERTY & HOOD, P.A.

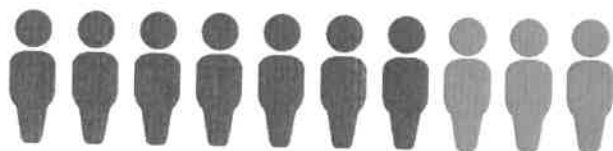
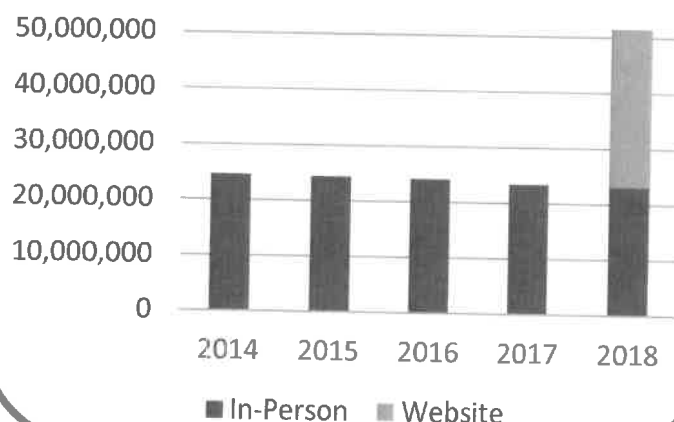
By: 
Bradley Peterson, Shareholder

Accepted by: _____
For the City of Foley

2018 Minnesota Public Library Key Statistics

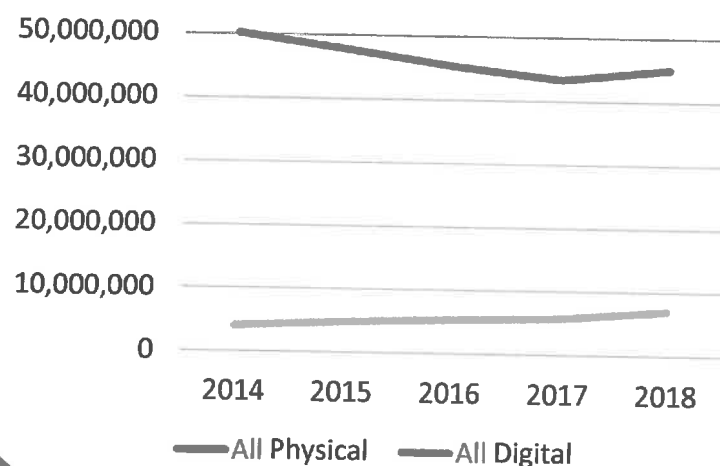


As in-person visits to libraries decrease, library website visits offer a different look at how patrons are accessing library services.



7 out of 10 Minnesotans have library cards.

Although circulation of physical materials is trending downward, circulation of digital materials is rising.



Here's what they can borrow:



13,571,178 print items
751,202 ebooks



1,066,321 videos
35,784 digital videos



800,990 audio items
202,363 digital audiobooks



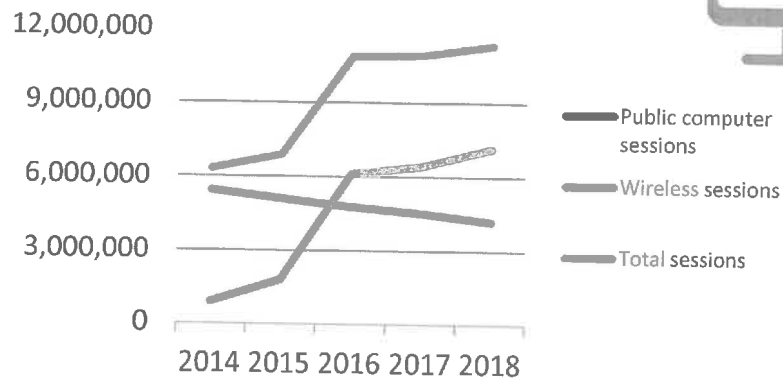
...and 143,900+ other things, like hotspots, cake pans, and kits



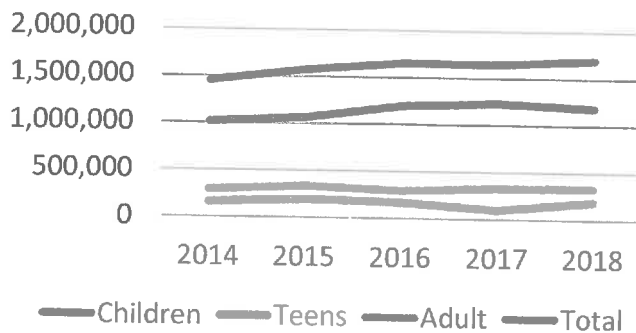
What's Available?

- ✓ 5,739 public computers
- ✓ 963 mobile devices
- ✓ 99% have free wifi
- ✓ 215 locations with download speeds of 50+ Mbps

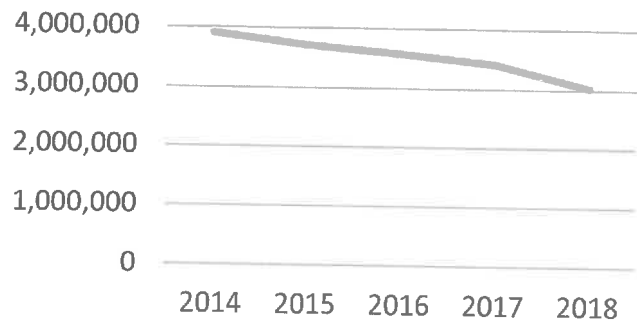
More patrons are using their own devices to access libraries' Internet connections.



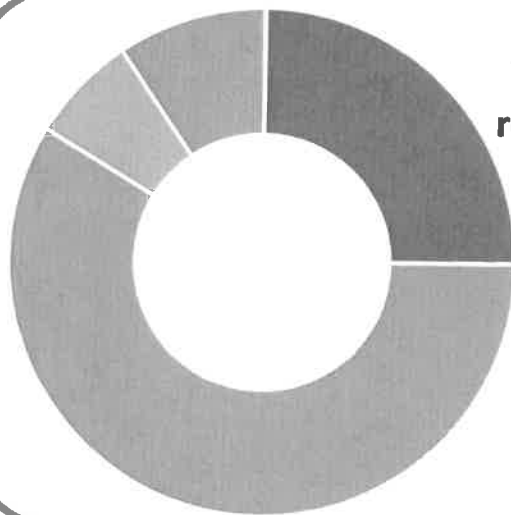
Program Attendance



Reference Transactions



Where do operating revenues come from?



- Cities = \$62,255,672
- Counties = \$146,960,888
- State = \$17,214,484
- Other = \$23,988,706
- Federal = \$39,426



Source: Minnesota Public Library Report, 2018. Minnesota public libraries are required by Minnesota Statute to submit annual reports to the Minnesota Department of Education. Data is also sent to the Institute of Museums and Library Services for the Public Libraries in the United States Survey. Statistics include measures related to facilities, services, programs, collections, staffing, hours of operation, and income and expenditures. Statistical information is used by public libraries and policymakers to plan and implement services that meet the needs of their communities.