



**City Council – Meeting Agenda**  
**June 1, 2021 – 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 May 4, 2021.
  - Approve minutes of May 17, 2021.
  - Approve hiring of seasonal, part-time office employee.
  - Accept resignation of firefighter Tom Kaproth.
  - Accept resignation of police officer Dylan Kleinsasser.
  - Approve School Resource Officer Agreement – 7/1/21-6/30/21.
  - Approve payment of bills.
5. Public Hearing – Liquor Licenses (contingent on background)
  - On Sale Liquor: Mr. Jim's, Foley American Legion, and Stone Creek.
  - Sunday On Sale Liquor: Mr. Jim's, Foley American Legion, and Stone Creek.
  - Off Sale Liquor: Coborn's Liquor, Foley American Legion, and Super Spirits.
  - 3.2 Off Sale – Coborn's Inc., Little Dukes
  - Non-enclosed Premises On Sale Liquor: Foley American Legion, Stone Creek and Mr. Jim's.
  - Temporary Liquor Licenses:
    - Foley Lion's Club –Foley Fun Days, June 21-23, 2021.
    - St. John's Church, 621 Dewey Street, July 18, 2021.
    - Foley Chamber of Commerce, 329 Oak Drive, Oktoberfest on September 18, 2021.
6. Approve Tobacco Licenses (contingent on background)
  - Brenny Oil
  - Casey's General Store
  - Coborn's
  - Coborn's Liquor
  - Little Dukes
  - Family Dollar
  - SuperAmerica
  - Super Spirits
  - Dollar General
7. 2020 Audit Report – Schlenner & Wenner
8. Consider Purchase of PID's 020049300 & PID 020050000.
  - Contract for Deed
  - Farm Lease
  - Option Agreement
  - Memorandum of Purchase Option



**City Council – Meeting Agenda  
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9. Mayor's Comments & Open Forum
10. Department Reports:
  - Police Department –Katie McMillin
    - Discussion on parking & storage ordinance.
  - City Engineer – Jon Halter
  - Public Works/Fire – Mark Pappenfus
    - Consider Salt Shed Purchase.
    - Consider Seal Coat Proposals.
  - Administration – Sarah Brunn
    - Update on Garbage Contract Rate Adjustment.
    - Update on housing study.
11. Old Business
  - Update on wastewater/fiber project.
    - Update on purchase of portion of PID 020051211.
12. New Business
13. Discussion on placing bid for PID 020049900.
  - Close the meeting per Minn. Stat. 13D.05 Subd. 3(c) 13D.05 – discussion on potential bid price for PID 020049900.
14. Adjourn

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – May 4, 2021

The Foley City Council held a regular meeting on May 4, 2021, 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 April 6, 2021.
- Accept resignation of police officer, Tom Pitzen.
- Approve Hwy 23 Utility Work – Design Services.
- Adopt Resolution #2021-12 Accepting Compost Donation.
- Approve payment of bills.

Gondeck spoke of his reluctance to approve Officer Pitzen's resignation, but understood the reasons for doing so. Officer Pitzen has served with honor and distinction and it is a loss but I understand why.

Motion carried, unanimous.

**Public Hearing – Annexation Petition**

At 5:32 p.m., Mayor Bettendorf recessed the regular meeting for the public hearing on the adoption of Ordinance #455 Annexation of Property. Musachio asked questions regarding the terms of the annexation, especially regarding the city offering seven years of property taxes to Gilmanton Township for the property. The state does not require the city to give seven years of property taxes after annexation. Discussion followed.

City Administrator Sarah Brunn explained that by offering the township seven years it was consistent with the properties in the Orderly Annexation area. The state requires the city offer at least two years and no more than seven. Musachio stressed that she was opposed to offering more than the two years of property taxes required by the state.

Mike Saylor, 6818 Hwy 25, addressed the council as the owner of the property. He expressed his desire to move forward with the annexation regardless of what the council decided on the property tax question so they could be receive city sewer service. Brunn explained that the council's decision on the property tax question would not affect what he as the owner would pay, it is a just an item of negotiation on reimbursement between the City and Gilmanton Township. Discussion followed.

Mayor Bettendorf reconvened the regular council meeting at 5:41 p.m. Motion by Gondeck, seconded to Swanson, to adopt Ordinance #455 Annexation of Property. Motion carried.

Gondeck, Bettendorf, Swanson, and Brosh voting aye.  
Musachio voted nay.

Motion carried.

### **Public Hearing – Conditional Use Permit for McDonald's Drive-Thru Addition**

At 5:42 p.m., Bettendorf recessed the regular council meeting for the public hearing on the adoption of Resolution #2021-11 Amending CUP.

Todd Meyer, Landform Professional Services, spoke on behalf of McDonald's. He thanked the council for their consideration of allowing the second drive-thru and was open to questions. Discussion followed. Swanson commented that it didn't sound like any utilities would need to be moved to accommodate the drive-thru. Gondeck said that the Planning Commission looked at the application and didn't see any issues.

At 5:44 p.m., Bettendorf reconvened the regular city council meeting. Motion by Swanson, seconded by Musachio, to adopt Resolution #2021-11.

Motion carried, unanimous.

### **Mayor's Comments & Open Forum**

No one spoke.

### **Department Reports**

#### **Police Department**

Police Chief Katie McMillin gave an overview to the council on the April calls for service report. April calls were higher than last year's during the same time period with 293 calls. Medical calls, harassment, and animal complaints were up. No TZD hours were done for April given that the state put the project on pause last month.

McMillin also gave the council an overview on some other things coming up. She is doing final touches for the bike rodeo at Lion's Park on June 19. The program is for children 10-years-old and under. The department's new hire, Officer Russell Lipinski, started today. He will be riding with other officers for during his training. Park cameras have been activated. McMillin also let the council know that two officers on staff are being backgrounded by other agencies.

There were 21 calls for ordinance violations in April – fewer calls than March. The department is staying proactive on parking violations as the council requested. McMillin said she had received a lot of push back from residents, but that the majority were in compliance.

Discussion followed. Gondeck asked about the state of the part-time list. Might be wise to add to the list. McMillin said the job posting would need to be posted again whenever the council was ready. The council agreed to move forward with the posting in the near future.

Sarah Moulzolf, 238 Elm Drive, asked to address the council and stated that she felt that sending parking violation letters to residents was a waste of the police department's time and that the parking ordinance should be reconsidered.

### **City Engineer**

Jon Halter from SEH gave a brief update to the council regarding the repairs to the sidewalk in front of the police department. The heaving of the sidewalk has been caused by an ongoing freeze and thaw issue. Halter recommended replacing 8 – 10 feet of sidewalk and replace the clay underneath with sand. Total project was estimated at \$10,000. City's cost was estimated to be \$2,000 - \$3,000. Project would take about a week and would occur over the summer. Discussion followed.

### **Public Works and Fire Department**

Public Works Director Mark Pappenfus gave an overview to the council regarding the parking issue on Pine Street with the increase in traffic coming into the hatchery. The frequency of the deliveries and the increase in the size of the trucks were causing an issue with parking. He spoke to the manager and recommended that Public Works paint yellow curb by each driveway. There will still be parking available for everyone. The map of the area is in the council packet. Discussion followed. The painted curb area would cover 115 feet total and would be done as part of the yearly yellow painting. Public Works would also notify the nearby apartment residents.

Pappenfus also gave an update on the compost site. Officer Lindgren is following up on leads on who dumped the garbage at the site. Pappenfus suggested limiting the compost site's open hours to Tuesday, Thursday, and Saturday's to 10:00 a.m. to 6:00 p.m. The council agreed. Discussion followed. Gondeck expressed that he would like to pursue charges against the person who did the illegal dumping.

Pappenfus gave an overview to the council regarding the owners at 301 Murphy Street. The owners completed a sewer project last fall and need to redo their sidewalk. In two years, the city is due to redo the street and sidewalk which would tear out all existing sidewalks. The owners have asked to use hot crushed asphalt for the sidewalk repair as a temporary measure knowing that the sidewalk will be torn up and replaced in two years. The council agreed.

Pappenfus updated the council on the pool. The maintenance on the coping is scheduled for the week of May 24. Staff is still planning for a June 9 tentative open date for the pool. Public Works has also hired one seasonal, part-time worker with two more hires possible. Discussion followed.

Pappenfus asked the council with the return of Foley Fun Days if the council was okay with the Fire Department continuing the tradition of the Water Ball fight. The council was okay with the department using city equipment. Pappenfus said the department was busy last month with 34 calls.

### **Administrative**

Sarah Brunn gave an overview to the council regarding the pool and the seasonal employee pay raise. We usually pay minimum water – currently \$10.08 – but it's becoming harder to compete with other businesses and attract applicants. Staff recommended to the council that we raise the minimum pay to \$11 with swimming teachers receiving \$1 more. Returning employees would get an additional .50 per hour. Council agreed.

Brunn explained some changes to the Lion's Club liquor license for Foley Fun Days. The liquor licenses will be approved during the June meeting but she wanted to draw the council's attention to the Lion's application. The license was switched from a 3.2 beer to a full temporary on-sale license because the state no longer offers a 3.2 beer license. The state must certify so staff was presenting this to the council now to make sure there are no issues and it can be presented. Does the council have any concerns? Discussion followed. Brosh asked if that meant they could sell anything in a can but no glass. Brunn explained the city authorizes the license but it is certified by the state. The city can say no glass. No concerns from the council. The Lion's license will be included with the other licenses for approval during the June meeting.

Brunn also reminded the council the Joint Planning Board meeting with Gilmanton Township is scheduled for that night. The agenda included a lot of organizational items and applications currently in review. Staff is getting inquiries and will keep the council updated. The Joint Planning Board will only meet as needed. Staff is working on developing a web page on the city's webpage to help people find more information.

Brunn updated the council on several other items. Audit went well and staff expects to see a report by June 1. Planning is moving forward with Foley Fun Days. People are excited. Musachio asked when Public Works would be opening the park bathrooms. Pappenfus said they would be opened as soon as the weather stayed above freezing. The new playground equipment would hopefully be assembled in May.

### **Old Business**

Brunn gave an update on the wastewater project. The State Historical Preservation Office (SHPO) investigated four areas of archeological concern and did not find anything. Staff expected to see final determination from SHPO in 30 days. Brunn reminded the council this was a requirement in order to receive state funding. This added another \$10,000.00 to the project costs. Staff expects to open the project for bids in late August. Plans are getting very close to final with another meeting tomorrow. Staff talked to the project engineer and he was confident it would stay on schedule.

Other updates: Benton County moved forward expressing support for the fiber project. Staff has a meeting next week on the Land Use Plan and will hopefully see survey results. Staff will report back to the council.

### **New Business**

No new business.

### **Discussion on purchase of PID 020049300 & PID 020050000.**

At 6:23 p.m. Mayor Bettendorf closed the meeting per Minn. Stat. 13D.05 Subd. 3(c) 13D.05 – for discussion on potential land price of PID 020049300 & PID 020050000.

At 6:43 p.m. the meeting reconvened. The public was invited back into the chambers.

Motion by Brosh, seconded by Swanson, to adjourn the meeting.  
Motion carried, unanimous.

Meeting adjourned at 6:44 p.m.

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Sarah A. Brunn, Administrator

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – May 17, 2021

The Foley City Council held a special meeting on May 17, 2021, at 2:30 p.m. at the Foley City Hall.

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

Members Absent: Jack Brosh

The pledge of allegiance was recited.

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

**Ordinance #456 – Correcting Ordinance #455 Permitting Annexation by Ordinance**

Sarah Brunn gave an overview that the change is to correct an error from an annexation that occurred in 2000 that was discovered by the State of Minnesota when the city filed Ordinance #455.

Motion by Gondeck, seconded by Musachio, to approve Ordinance #456.  
Motion carried, unanimous.

**Discussion of Fiber Project**

Brunn gave an overview of the fiber project that is running concurrently with the wastewater project so the same trench can be used for both projects. Brunn explained that to date plans were submitted to the state for the wastewater project and staff had been working with Arvig as a possible contractor for the fiber portion. No financial commitment at this time and no partnership has been confirmed.

Benton County has now expressed an interest in the fiber project, but their needs would require that the city change the wastewater plans (already submitted to the state) and would cost the city \$35,000 to change/resubmit the plans. The city has spent to date a total of \$451,000 on the wastewater project plan.

Brunn went on to explain that there is value in bringing fiber to the county, but the county has not yet officially committed funding for the project. The County Board will meet tomorrow. State funding is possibly available. It would still cost the city \$35,000 to change the plans. It would also require separate permitting from the county and state. Staff needs direction from the council on how to proceed.

Discussion followed. If the council agreed to let Benton County own the fiber, the plans would need to be altered. The county would also need access to the city's construction plans. The county has not yet committed any funds to the project, but are meeting tomorrow to discuss it. Originally, the city planned to own the fiber to ensure that city businesses and residents would benefit from the project.

Bettendorf stated that if the county wanted to take ownership then they should pay the \$35,000 to redo the plans, but the city still needed to benefit since we did all the groundwork on it. If we need to pay extra, the county should throw in on that.

Swanson agreed stating that the county should also reimburse the city for the \$10,000 the city had already invested in the fiber project.



Discussion followed. Several council members expressed concerns on the timeline if the plans had to be resubmitted along with time required by staff.

County Administrator Montgomery Headley and County Board member Scott Johnson both addressed the council and reassured them that the county would make sure the city's businesses and residents would benefit from the fiber.

Discussion followed. Brunn reminded the council that a formal agreement would be required and that staff was already talking with the city attorney. The county will need to use six easements the city is purchasing. The agreement will specify the easements will be used for the wastewater and fiber projects. The county would need to apply for permits to use the right-of-way.

Brunn reminded the council that there are several other issues that would need to be addressed with the county even if the county agrees to the fees to resubmit the wastewater plan. Brunn asked the council if the council would consider moving forward if the county agreed to paying \$35,000 for the change in the plans and an additional \$10,000 to reimburse the city for what we'd already spent. The other issues would need to be addressed with the county at a future date.

Gondeck and other councilmembers expressed an interest in working with the county and having a written formal agreement.

Motion by Bettendorf, seconded by Musachio, to ask the county to pay \$45,000 and pursue a written formal agreement with the county to address future issues.

Discussion followed.

Motion carried, unanimous.

**Discussion on purchase of PID 020049300 & PID 020050000.**

At 3:12 p.m. Mayor Bettendorf closed the meeting per Minn. Stat. 13D.05 Subd. 3(c) 13D.05 – for discussion on potential land price of PID 020049300 & PID 020050000.

At 3:17 p.m. the meeting reconvened. The public was invited back into the chambers.

**Other Business**

Brunn gave an update on the Land Use Survey, directing the council to their packets.

Brunn also discussed the governor's recent order to lift the state-wide mask mandate and how the council would like staff to proceed. The council directed staff to continue to social distance and quarantine (10 days) as needed for unvaccinated staff, but masks would not be required. Staff is encouraged to use individual responsibility when determining mask use. Staff is required to follow masking policy of private businesses when representing the city. Staff is able to resume riding in the same vehicles for short trips without wearing masks.

Motion by Gondeck, seconded by Swanson, to adjourn the meeting.

Motion carried, unanimous.

Meeting adjourned at 3:29 p.m.

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Sarah A. Brunn, Administrator

Date: April 27, 2021

To: Fire Chief Pappenfus  
Foley City Council

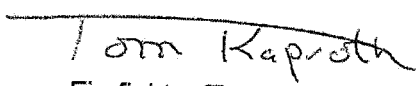
From: Firefighter Tom Kaproth

Re: Fire Department Resignation

Dear Chief Pappenfus and Foley City Council,

I hereby submit my resignation from the Foley Fire Department effective May 7, 2021.  
Thank you for the opportunity to serve since 1974.

Sincerely,

  
Firefighter Tom Kaproth

To:

Chief Katie McMillin,

Foley Police Dept.

I want to first say thank you for letting me work for your agency. I have learned a lot and the skills I was taught during my time, I have implemented out in the field with my other licensed police jobs. But now the time has come for me to move on from the Foley Police Department. This letter serves as my notice of resignation from the Foley P.D.

My last day will be Sunday 06/27/2021

Thank you for all the memories and all the time and effort you put into me help me be the best peace officer I can be.

Sincerely



Dylan M. Kleinsasser

Foley P.D. Badge# 8814

## **SCHOOL RESOURCE OFFICER AGREEMENT**

This Agreement is made July 1, 2021, by and between FOLEY INDEPENDENT SCHOOL DISTRICT #51 ("DISTRICT") and the CITY OF FOLEY ("CITY") as follows:

**WHEREAS**, the DISTRICT agrees to purchase services from the CITY and the CITY agrees to provide and manage a School Resource Officer Program to and for the DISTRICT, consisting of not less than one full-time School Resource Officer (SRO), a vehicle, necessary supplies and equipment and DISTRICT agrees to reimburse the CITY for 50% of the officer's wages and benefits in providing said SRO Program; and

**WHEREAS**, the DISTRICT and the CITY desire to set forth in this Agreement the general terms and conditions of the services to be performed by the SRO in DISTRICT's facilities.

**NOW, THEREFORE**, the parties agree as follows:

### **1. Goals and Objectives**

It is understood and agreed that DISTRICT and CITY officials share the following goals and objectives with regard to the SRO Program in the schools:

#### **A. Education**

- (1) Provide classroom support in the area of safety, distracted driving, chemical use, and law enforcement in the community.
- (2) Presentations to classrooms, faculty, administration, or other groups regarding criminal justice issues.
- (3) The SRO may collaborate with DARE program.

#### **B. Information**

- (1) Inform school personnel about community law enforcement trends.
- (2) Keep school officials informed about relevant changes in laws.
- (3) Provide school administrators with information on ongoing investigations that concern school issues or might affect decisions that administrators make.
- (4) Attend staff meetings as a support for school personnel when requested.
- (5) Collect relevant interaction data.

#### **C. Prevention**

- (1) Be present during non-structured student time: passing times, lunches, parking lots, assemblies, and student arrival and dismissal.
- (2) Support all buildings including Foley Elementary, Foley Intermediate, Foley High School, Alternative Learning Center, and Foley District Office. The SRO will also provide some services during summer school including patrol of grounds, assistance with students and attending meetings as needed.
- (3) The expectation is that the SRO will project a positive image of the law enforcement profession and build relationships with students and staff.

**D. Intervention**

- (1) Intervene violent behaviors by students.
- (2) Protect students and school staff from acts of violence.
- (3) Intervene with chemical use issues.
- (4) Provide support for weapons violations.
- (5) Provide support for intruder procedures.
- (6) Provide assistance with COVID-19 guidelines (from police/first responder perspective)
- (7) Provide assistance with lunches, materials and packets in a distance learning situation.
- (8) Provide assistance with SAT (Student Assessment Team).
- (9) Assist with welfare checks with those students not attending online.
- (10) Respond to anonymous tips located within the City Limits and contact and collaborate with agencies to respond outside city limits.

**2. Employment and Assignment of the School Resource Officer**

A. The CITY agrees to employ a School Resource Officer (SRO) during the term of this Agreement subject to the following provisions:

- (1) Compensation from the DISTRICT to the CITY in accordance with the terms of this Agreement to cover 50% of the costs of the SRO as provided in Exhibit A, which shall be annually updated by the CITY. Compensation shall be prorated for the initial term and any future partial term. Compensation shall be paid by the DISTRICT to the CITY in four (4) quarterly installments. The CITY will bill the DISTRICT at the completion of each quarter.

- (2) The CITY has a police officer available for deployment to DISTRICT. In the event of a reduction or restructuring of the police department's workforce which results in the reassignment of the SRO or the loss of this program, this Agreement shall be considered null and void after thirty (30) days written notice to the DISTRICT. Any prepaid compensation extending beyond the expiration of the 30-day notice will be refunded to DISTRICT by the CITY.
  - (3) The SRO shall be an employee of the CITY's Police Department and shall be under the administration, supervision, and control of the CITY, subject to the terms and conditions of this Agreement. The SRO shall be subject to all other personnel policies and practices of the Foley Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- B. The CITY, in its sole discretion, shall have the power and authority to appoint, remove and discipline SROs. The SRO shall be assigned by the CITY to the DISTRICT. Specifically assigned tasks will determine where the SRO will report to on any given day, however, the SRO will be prepared to serve in any of the schools in the district as demands arise.
  - C. In the event that the SRO is absent from work, the SRO shall notify both the supervisor in the Foley Police Department and the Superintendent or the Superintendent's designee. A substitute officer shall not be provided during the short term absence of the SRO.
  - D. During the summer months and other periods when school is not in session, the SRO will be required to perform work outside of the DISTRICT as assigned by the CITY. The SRO will provide some support during summer school hours. The SRO will be allowed such reasonable time in the beginning of June to complete unfinished tasks and, at the end of August to prepare for the following school year.

### **3. Duty Hours**

- A. An SRO shall be assigned to the school on a full-time basis. Specific SRO duty hours shall be set by mutual agreement between the DISTRICT and the CITY.
- B. It is understood and agreed that the time spent by the SRO attending court for juvenile and criminal cases arising from or out of the SRO's assignment as an SRO is encompassed by this Agreement.
- C. The SRO will only be called away from duties for the school district under emergency conditions, training, and short term policing needs of the City of Foley.

**4. Duties of School Resource Officers**

- A. The SRO shall assist the school administration in developing plans and strategies to prevent and minimize dangerous situations that may occur on campus, and also address other issues determined important by the school administration.
- B. The SRO shall present programs on various topics to students. Subjects shall include a basic understanding of law, role of law enforcement, drug awareness, distracted driving, sexual assault, anger management, and the mission of law enforcement.
- C. The SRO is encouraged to interact with students on an individual basis and in small groups.
- D. The SRO shall be available for conferences involving teachers, parents and faculty.
- E. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families, and make referrals to agencies when necessary.
- F. The SRO shall take law enforcement action when necessary.
- G. The SRO shall communicate with school administration to make them aware of arrest or crime.
- H. The SRO shall notify the principal or their designee before removing a student from school.
- I. The SRO can take law enforcement action against intruders and unwanted guests who appear on school property.
- J. The SRO shall conduct investigations of crimes which occur at school and use other resources, if needed, for follow-up investigations.
- K. The SRO shall not be used as a school disciplinarian. If school administration believes an incident is a violation of the law, they may contact the SRO to see if law enforcement action is needed.
- L. The SRO shall follow the Foley Police Department's Standard Operating Procedures when confiscating drugs from students on school property.
- M. The SRO shall follow the guidelines of the Minnesota Statutes, case law, School Board Policy and the Foley Police Department's Standard Operating Procedures in regards to investigations, interviews and searches relating to juveniles.

**5. Dress Code**

- A. The SRO shall wear either a Foley Police Department issued uniform or other attire as mutually approved by the school administration and Police Chief.



**6. Supplies and Equipment**

- A. The CITY agrees to provide all necessary equipment and supplies for the SRO to function as a licensed peace officer including; a police vehicle and related equipment.
- B. The DISTRICT agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of administrative duties. In addition, the SRO will be provided a private office within the school that is accessible by the students. The SRO shall also be provided a desk, telephone, computer and access to a printer and fax machine. The SRO shall also be provided with a lockable cabinet of space for securing evidence or other controlled materials.

**7. Firearms**

- A. The SRO shall at all times carry a duty firearm. No firearms shall be stored in the school. A duty rifle may be stored in the SRO's police vehicle

**8. Investigations, Interrogations, Search and Arrest Procedures**

- A. The SRO shall act in a professional manner at all times and will follow practices and procedures established by applicable local, state and federal laws concerning the interrogation, search and arrest of students or others suspected of committing criminal offenses or participating in other misconduct. Upon arrest of a student, the SRO shall notify school administration before removing any student from campus.

**9. Information Exchange**

- A. The SRO and DISTRICT shall cooperate in ensuring the privacy of students pursuant to MSA § 260B.171, Subd. 5(e) and all other applicable laws and regulations.
- B. School officials shall allow the SRO to inspect and copy any public records maintained by the school, including student directory information such as yearbooks.
- C. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.

**10. Term of Agreement**

- A. The initial term of this Agreement shall end on July 1, 2019. The Agreement may be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 1<sup>st</sup> of the initial or any succeeding term.

**11. Insurance and Indemnification**

- A. The CITY and DISTRICT shall each purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in any amount of not less than One Million Dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the Agreement.
- B. Except for claims arising out of the willful or negligent act of the other party or its representatives, each party shall indemnify and defend the other party against all claims, expenses, and liabilities incurred, including reasonable attorney fees, related to claims for loss of life, personal injury, and damage to property arising out of any occurrence in, upon or at the School District properties in accordance with the execution of the School Resource Officers' duties under this contract.

**12. Evaluation**

- A. It is mutually agreed that the DISTRICT shall regularly communicate with the CITY on the effectiveness of the SRO Program and the performance of the SRO. It is further understood that the DISTRICT evaluation of the SRO is advisory only and that the CITY retains the final authority to evaluate the performance of the SRO.

{Signatures on following pages}

IN WITNESS WHEREOF, the parties hereto have caused this School Resource Officer Agreement to be executed the day and year first written above.

MAYOR, CITY OF FOLEY

By: \_\_\_\_\_

CITY ADMINISTRATOR, CITY OF FOLEY

By: \_\_\_\_\_

DISTRICT 51 SUPERINTENDENT

By: \_\_\_\_\_

DISTRICT 51 BOARD CHAIRPERSON

By: \_\_\_\_\_

**EXHIBIT A**

(2021 Estimated SRO Cost)

**2021 SRO Estimated Costs**

<b>Benefit</b>	<b>Rate</b>	<b>Annual Costs</b>
Step	3	2080 Hrs
Annual Salary	\$22.13	\$46,030.40
Vacation, Sick, Holiday	244	\$5,399.72
Medicare	1.45%	\$667.44
PERA	11.80%	\$5,431.59
Health Ins	\$1,728.04	\$20,736.43
Dental Ins	\$107.50	\$1,290.00
Life Ins	\$11.50	\$138.00
LTD Ins	\$8.21	\$98.52
Training		\$1,200.00
SRO Training		\$1,000.00
Taser/Equipment		\$1,000.00
Cell Phone		\$1,000.00
Squad Computer/Verizon Service		\$2,000.00
Uniforms		\$1,300.00
Fuel		\$300.00
Squad Car		\$6,700.00
Misc		\$1,000.00
<b>Total Annual Benefit</b>		<b>\$95,292.10</b>

# Bills List - June 1, 2021

Gross Salaries	Payroll - 5/7/21	\$	28,587.47
EFTPS	Federal Withholding	\$	5,176.20
MN Dept of Revenue	State Withholding	\$	1,043.39
State Treas. PERA	PERA	\$	5,566.81
Nationwide	Deferred Comp	\$	895.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	55.00
Further	HSA Contribution	\$	600.00

Gross Salaries	Payroll - 5/21/21	\$	30,143.66
EFTPS	Federal Withholding	\$	5,361.81
MN Dept of Revenue	State Withholding	\$	1,091.57
State Treas. PERA	PERA	\$	5,944.87
Nationwide	Deferred Comp	\$	895.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	55.00
Further	HSA Contribution	\$	600.00

## Already Paid - 6/1/21

Office of Admin Hearings	Annexation Ordinance Recording	\$	100.00
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## To Be Paid - 6/1/21

AIP Management	Weed Spraying Parks	\$	893.00
AllSpec Services	Building Inspections Services	\$	606.31
Auto Value	Vehicle Maint & FD Supplies	\$	189.91
Batteries Plus Bulbs	Pool & Street Batteries	\$	36.96
Benton County Attorney	April 2021 Legal Fees	\$	660.00
Bolton & Menk	WW Expansion	\$	63,100.50
Central McGowan	PD & FD Medical Supplies	\$	362.98
Cintas	PW Uniforms	\$	316.69
Cloudnet	Server Fee	\$	10.00
Coborns	Office Supplies	\$	27.21
CORE Professional Services	Employment Eval - Lipinski	\$	250.00
Delta Dental	Employee Dental Insurance	\$	1,092.15
East Central Energy	Utilities	\$	1,033.12
Emergency Medical Products	FD Medical Supplies	\$	88.08
First National Bank of Omaha	Credit Card Purchases	\$	1,015.28
Foley Fuel & Lumber	Scout House, Trees, Parks, PD, Street Maint	\$	6,345.25
Foley Hardware	Street, FD, Well #4 & 5, Parks, Water & Sewer	\$	424.70
Foley Medical Center	Employment Eval - Lipinski	\$	404.00
Ferguson Waterworks	Street Culverts	\$	2,245.19
Further	HSA Admin Fee & Employee HSA Contributions	\$	380.35
Galls	PD Uniforms	\$	303.12
Gilmanton Township	Sayler Annexation Property Tax Reimbursement	\$	3,054.45
Granite Electronics	Public Works Radio Maint	\$	195.70
Handyman's Hardware	Parks Maint	\$	39.42
Hanson Paving	Street Pathcing - Monroe St	\$	4,500.00
Hawkings	Water and Pool Chemicals	\$	3,253.76
HealthPartners	Employee Health Insurance	\$	9,707.67
Hoisington Koegler Group	Land Use Plan	\$	6,383.75
JM Truck & Tractor	Generator Repair	\$	250.00
League of MN Cities	Annual Conference	\$	99.00
Leroy and Catherine Herbst Trust	Earnest Money & Option Fee on Property Purchase	\$	10,000.00
Macqueen Emergency	FD Emergency Equipment	\$	1,136.97
Marco	Copier Lease	\$	256.55
MCFOA Treasurer	Annual Membership - Brunn & Shaw	\$	90.00
Midco	Phone & Internet Servcies	\$	725.06
Midwest Playground Contractors	Holdridge Park Playground CIP	\$	2,200.00
Mimbach Fleet Supply	Park Maintenance	\$	54.99
MN Dept of Health	Quarterly Water Permit	\$	2,201.00
MN Dept of Revenue	April 2021 Sales & Use Tax	\$	1,877.00

New Frontier Services  
Powerhouse Outdoor Equipment  
Progressive Builders  
Quest Diagnostics  
Rengel Printing Company  
RevTrak  
Rinke Noonan  
RMB Environmental Labs  
Security Locksmiths  
Shift Technologies  
Short Elliott Hendrickson  
Star Publications  
SunLife Assurance  
Traut Companies  
USA Blue Book  
USABLE Life  
Verizon Wireless  
Voss Lighting  
Werner Electric  
Wex Bank  
Xcel Energy

Website Maintenance	\$	300.00
Rotary Blades	\$	96.27
220 Gopher Ave Escrow Refund	\$	1,000.00
Employment Testing - Lipinski	\$	213.67
FD First Responder/Rescue Forms	\$	70.71
Credit Card Processing	\$	669.11
General, Stevens, Zoning Legal	\$	2,117.00
FD, Sewer & Water Testing	\$	855.00
Parks Fees	\$	100.00
PD & City Hall Computer Maint, Antivirus	\$	2,425.20
Hwy 25 Trail, Pouchtec, General, Sewer Engineering	\$	54,278.11
April 2021 Publications	\$	188.50
Employee LTD Insurance	\$	192.17
Pool Materials	\$	290.00
Water Analysis	\$	107.61
Employee Life Insurance	\$	201.50
Cell Phones & Park Cameras	\$	377.56
Park Improvements	\$	685.00
Pool Maint	\$	36.92
Fuel Purchases	\$	159.33
Utilities	\$	4,721.81
	\$	<u>281,011.37</u>

## CONTRACT FOR DEED

Dated: \_\_\_\_\_, 2021

**THIS CONTRACT FOR DEED** ("Agreement") is made on the above date **LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the LeRoy Charles Herbst Revocable Trust and LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the Catherine Marie Herbst Revocable Trust** (collectively "Seller"), and **City of Foley, Minnesota** ("Purchaser").

Seller and Purchaser agree to the following terms:

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchaser hereby buys, real property located in Benton County, Minnesota legally described on the attached **Exhibit A** (the "Property").
2. **TITLE.** Seller warrants that title to the Property is, on the date of this Agreement, subject only to the following exceptions:
  - A. Covenants, conditions, restrictions, declarations and easements of record, if any;
  - B. Reservations of minerals or mineral rights by the State of Minnesota, if any;
  - C. Building, zoning and subdivision laws and regulations;
  - D. The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Agreement; and
  - E. The following liens or encumbrances: *Declaration of Covenants (Deed Restriction) recorded on August 13, 2003, as Document No. 303847.*
3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchaser's prompt and full performance of this Agreement, Seller shall:
  - A. Execute, acknowledge and deliver to Purchaser a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:

- i. Those exceptions referred to in paragraphs 2(a), (b), (c) and (d) of this Agreement;
  - ii. Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Agreement; and
  - iii. The following liens or encumbrances: *Declaration of Covenants (Deed Restriction) recorded on August 13, 2003, as Document No. 303847.*
- B. Deliver to Purchaser the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.
4. **PURCHASE PRICE.** Purchaser shall pay to Seller the sum of \$521,800 for the purchase price for the Property, payable as follows: Earnest Money in the amount of \$5,000, shall be applied to the purchase price as a down payment, the receipt of which is hereby acknowledged, and the balance of \$516,800 to be paid as follows: \$116,087.29 on the 15<sup>th</sup> day of August, 2022, and a like sum of \$116,087.29 on the 15<sup>th</sup> day of August, each and every year thereafter until paid in full on August 15<sup>th</sup> 2026. This Agreement shall bear interest at the rate of four percent (4%) per annum; said interest to be first deducted from the monthly payments and the balance of said monthly payments then applied toward reduction of the principal sum due hereunder.
5. **TAXES.** In addition to the payments of principal and interest, Purchaser shall further pay annual real estate taxes during the term of this Agreement, if any. Purchaser and Seller shall prorate taxes as of the date of this Agreement.
6. **PREPAYMENT.** Purchaser may make prepayments on this Agreement without the written consent of Seller.
7. **REAL ESTATE TAXES AND ASSESSMENTS.** Purchaser shall pay real estate taxes due and payable in the year following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not otherwise provided for herein.
8. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Agreement, even if such amounts are not then due to be paid. Such amounts shall be applied first to unpaid accrued interest and next to the installments to be paid as provided in this Agreement in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Agreement or change the amount of such installments. The balance, if any, shall be the property of Purchaser.



9. **DEED TAX.** Seller shall, upon Purchaser's full performance of this Agreement, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to Purchaser.
10. **NOTICE OF ASSIGNMENT.** If either Seller or Purchaser assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
11. **PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this Agreement or fails to perform any of Purchaser's obligations as set forth in this Agreement, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Agreement, as an additional amount due Seller under this Agreement.
- If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Agreement, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this Agreement.
12. **LEASE.** Herbst reserves the right to continue to farm the Property, rent-free, until the Property is developed or sold to a third party. If Herbst farms the Property, Herbst agrees to maintain farm liability insurance and enter into a simple farm lease with the City as provided in **Exhibit B**.
13. **COOPERATION.** Seller agrees to cooperate with the Purchaser in the development of the Property including but not limited to subdivision and platting, land use approvals, annexation, and the extension of utilities.
14. **DEFAULT.** Should Purchaser fail to timely perform any of the terms of this Agreement, Seller may, at Seller's option, elect to declare this Agreement cancelled and terminated by notice to Purchaser in accordance with applicable law. All right, title and interest acquired under this Agreement by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Agreement shall belong to Seller as liquidated damages for breach of this Agreement. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Agreement forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Agreement because of defaults subsequently occurring, and no extension of time shall be valid unless agreed in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period.

15. **NON-RECOURSE.** In the event that Purchaser defaults in Purchaser's performance of this Agreement, Seller's sole remedy shall be to cancel this Agreement in accordance with Minnesota Statute Section 559.21, as the same may from time to time be amended. Seller specifically waives any right Seller may have to commence an action for the specific performance of this Agreement or any right Seller may have to seek an award of damages against Purchaser.
16. **BINDING EFFECT.** The terms of this Agreement shall run with the land and bind the parties hereto and their successors in interest.
17. **ENVIRONMENTAL.** Seller warrants that the Property is not subject to any contamination from hazardous wastes or substances or petroleum products. Seller will defend, indemnify and hold Purchaser harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Purchaser with respect to such substances or products, it being understood and agreed that this provision will survive the delivery of the deed pursuant to the terms hereof.

THE SELLER CERTIFIES THAT THE SELLER DOES NOT KNOW OF ANY WELLS, SPETIC SYSTEMS, OR UNDERGROUND STORAGE TANKS ON THE DESCRIBED REAL PROPERTY.

LeRoy C. Herbst  
LeRoy C. Herbst, as Trustee of the LeRoy Charles Herbst Revocable Trust

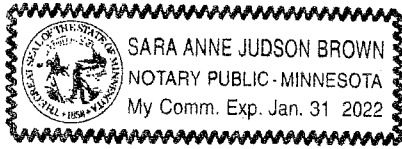
Catherine M. Herbst  
Catherine M. Herbst, as Trustee of the LeRoy Charles Herbst Revocable Trust

LeRoy C. Herbst  
LeRoy C. Herbst, as Trustee of the Catherine Marie Herbst Revocable Trust

Catherine M. Herbst  
Catherine M. Herbst, as Trustee of the Catherine Marie Herbst Revocable Trust

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF BENTON    )

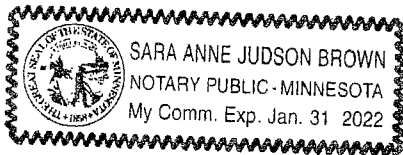
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County, personally appeared LeRoy C. Herbst, as Trustee of the LeRoy Charles Herbst Revocable Trust.



*Sara Anne Judson Brown*  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

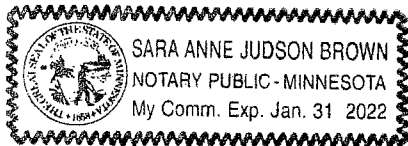
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County, personally appeared Catherine M. Herbst, as Trustee of the LeRoy Charles Herbst Revocable Trust.



Sara Anne Judson Brown  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

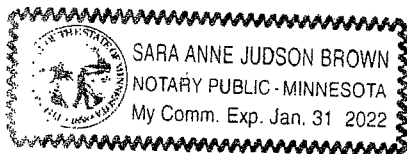
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County, personally appeared LeRoy C. Herbst, as Trustee of the Catherine Marie Herbst Revocable Trust.



Sara Anne Judson Brown  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County, personally appeared Catherine M. Herbst, as Trustee of the Catherine Marie Herbst Revocable Trust.



Sara Anne Judson Brown  
Notary Public

CITY OF FOLEY

By \_\_\_\_\_  
Its Mayor

ATTEST:

\_\_\_\_\_  
City Administrator-Clerk

STATE OF MINNESOTA     )  
  ) SS  
COUNTY OF BENTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the Mayor of the City of Foley, a Minnesota municipal corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) SS  
COUNTY OF BENTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that she is the City Administrator of the City of Foley, a Minnesota municipal corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Rinke Noonan (AAR/mjr)  
300 US Bank Plaza  
1015 West St. Germain Street  
P.O. Box 1497  
St. Cloud, MN 56302-1497  
(320) 251-6700  
Our File No. 04313-0268

**TAX STATEMENTS TO BE SENT TO:**

City of Foley  
251 Fourth Avenue  
P.O. Box 709  
Foley, MN 56329

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

EXHIBIT A

(Legal Description)

All that part of the SW¼ of NE¼ North of the Great Northern Railway right-of-way and South of the St. Cloud – Foley Highway as laid out before the establishment of State Trunk Highway No. 23, EXCEPTING the South 25 feet of the West 2 rods thereof; and

All that part of the SE¼ of NW¼ lying South of said St. Cloud – Foley Highway EXCEPTING the South 25 feet thereof, and also

EXCEPTING a triangular strip described as follows: Commencing at a point where the East and West Quarter line of the Section intersects the Southerly line of State Trunk Highway No. 23; thence Northeasterly along said Southerly line of said highway a distance of 60 feet to a point, being the point of beginning; thence South to a point 25 feet North of said East and West Quarter line; thence at right angles and westerly to the said Southerly line of said trunk highway; thence along said Southerly line of said trunk highway to the point of beginning; and also

EXCEPTING that part described as follows: Commencing at the point of intersection of the centerline of a Township Road with the Southerly right-of-way line of Minnesota Trunk Highway Number 23 as now located and established (1981), said point being 12.5 feet North of the South line of said SE¼ of NW¼; thence Northeasterly along the Southerly right-of-way line of said Minnesota Trunk Highway 23 for a distance of 854 feet to a point; thence South to a point 12.5 feet North of the South line of said SE¼ of NW¼ and 630 feet East of the point of beginning; thence West 630 feet to the point of beginning, excepting therefrom that part thereof which lies Northerly of the centerline of the Old St. Cloud Foley Wagon Road, containing 4 acres, more or less.

Also, that part of the NW¼ of SE¼ North of said Railway right-of-way except the West 2 rods thereof, all of said lands being in Sec. 34, Tp. 37, Rg. 29, and containing 56 acres, more or less, according to the Government survey thereof; together with a perpetual easement over and across the said above excepted portions which lie along the North and South Quarter line, such excepted portions being 2 rods in width.

## **EXHIBIT B**

### **FARM LEASE**

City of Foley, Minnesota (the "Landlord") and LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the LeRoy Charles Herbst Revocable Trust and LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the Catherine Marie Herbst Revocable Trust (collectively the "Tenant") make this Farm Lease (this "Lease") effective as of \_\_\_\_\_, 202\_\_ (the "Effective Date").

### **RECITALS**

- A. Landlord is purchasing real estate from Tenant by contract for deed legally described on the attached **Exhibit 1** ("Property").
- B. Tenant desires to lease the Property and Landlord is willing to lease the Property to Tenant pursuant to this Lease's terms and conditions during the term of the contract for deed.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference, the parties' mutual covenants and agreements in the Lease and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **LEASE OF PROPERTY.** Landlord leases the Property to Tenant beginning on the Effective Date and ending on December 31, 202\_\_ (the "Initial Term"). This Lease shall automatically renew annually (each an "Extended Term") (the "Initial Term" and the "Extended Term" may be referred to as the "Term") upon this Lease's same terms and conditions, unless thirty (30) days written notice of termination of this Lease is given by Landlord or Tenant to the expiration of a Term.
2. **RENT.** In consideration for Tenant's rental of the Property, Tenant shall pay \$0 per tillable acre for 2021 (the "Rent").
3. **PROPERTY'S USE.** Tenant shall use the Property for agricultural purposes, which shall include, but are not be limited to, agricultural purposes such as farming and the planting and production of crops. Tenant's use of the Property shall be in accordance with all applicable laws, rules, regulations and ordinances. Tenant shall control all weeds on the Property.
4. **CROPS.** Tenant may plant crops on the tillable acreage on the Property, and all such crops will belong solely to Tenant. Tenant will be solely responsible for all costs and expenses associated with planting, maintaining and harvesting such crops on the Property, including but not limited to seed, fertilizer, labor and other such costs.
5. **IMPROVEMENTS.** Tenant shall not make any improvements to the Property, including, without limitation, installing tiling, drainage structures and irrigation systems, without



attaining Landlord's prior written consent. Upon this Lease's expiration or termination, Tenant shall have the right to remove any and all improvements and fixtures Tenant constructs on the Property.

6. **QUIET ENJOYMENT.** Landlord covenants that Tenant, upon complying with this Lease's terms and covenants, shall peaceably and quietly have, hold, and enjoy the Property.

7. **ASSIGNMENT AND SUBLETTING.** Tenant agrees not to assign this Lease, or sublet the Property, or any portion of it with the exception that the Tenant may assign this Lease to a parent entity, subsidiary or affiliate of the Tenant. Any consent under this Lease will not be deemed to be a consent to any subsequent assignment or sublet agreement. Tenant's failure to comply with this section will constitute a material breach of this Lease, resulting in the Lease's immediate forfeiture and termination.

8. **INSURANCE.** Tenant will maintain insurance protecting against loss to Tenant's crops, personal property and equipment located or used on the Property and general liability insurance for any damage or liability caused by or resulting from Tenant's use of the Property.

9. **RIGHT OF ENTRY.** Landlord reserves the right to enter the Property for purposes of surveying or inspecting the Property related to public utility projects or future development the Property. Landlord shall have the right to enter upon the Property upon reasonable notice to Tenant, without injury to the standing crops or unreasonable interference with Tenant's farming operations, and to ensure Tenant is compliant with this Lease's terms and provisions.

10. **CONDEMNATION.** If the whole or any part of the Property is taken under the power of eminent domain or is sold to any entity having the power of eminent domain under threat of condemnation, this Lease shall, at the Landlord's sole option, terminate on the date on which the condemnor or buyer takes possession thereof. In the event of such taking, the award shall be made without prejudice to the rights of either the Landlord or Tenant by the condemning authority for any loss or damage caused by such condemnation. Neither the Landlord nor the Tenant shall have any right to any award made to the other by any condemning authority.

11. **DEFAULT AND REMEDIES.** Either party shall be deemed to be in default under this Lease if such party fails to perform or fulfill any obligation or term under this Lease and fails to cure such default within thirty (30) days of receipt of written notice from the other party regarding such default ("Event of Default"). If the defaulting party fails to cure such default or breach as required by this Section 12, the non-breaching party shall have the option to terminate this Lease.

12. None of the remedies provided in this Lease are intended to limit or qualify such other remedies as the parties may have in law or equity. All remedies provided within this Lease shall be cumulative and no exercise of one remedy shall exclude the exercise of any other remedy.

13. **TERMINATION.** This Lease may only be terminated upon the following:

- A. Tenant providing Landlord written notice of termination at least thirty (30) days prior to the date of termination;
- B. The parties' mutual written consent; or
- C. Upon a party's default and failure to cure such default after receipt of proper notice from the non-defaulting party as provided within Section 12 of this Lease.

14. **HOLDOVER.** If Tenant shall remain in possession of the Property after expiration of this Lease's Term, such possession shall not be construed to be a renewal of this Lease, but shall be a tenancy at will, which may be terminated upon at least thirty (30) days' written notice delivered by a party to the other party or sent to the other party at the address provided for above.

15. **SURRENDER OF PROPERTY.** Upon this Lease's expiration or earlier termination, Tenant shall: (i) remove Tenant's personal property and equipment; and (ii) surrender and deliver up the Property to Landlord, peaceably and quietly.

16. **AMENDMENTS.** No amendment of this Lease shall be binding unless it is in writing and signed by both parties.

17. **SEVERABILITY.** In the event any of this Lease's provisions are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions, will nevertheless continue to be valid and enforceable as though the invalid and unenforceable provisions had not been included in this Lease.

18. **BINDING EFFECT.** This Lease shall both bind and benefit the parties to this Lease and their respective heirs, personal representatives, successors, and permitted assigns.

19. **NO PARTNERSHIP.** Nothing in this Lease shall be interpreted as creating a partnership or joint venture between the parties, nor shall the Tenant be permitted to farm or otherwise make use of the Property in conjunction with any party, partnership, or any other entity.

*[Signature Page to Follow]*

Landlord and Tenant execute this Lease as of the Effective Date.

**LANDLORD:**

Date: \_\_\_\_\_

**CITY OF FOLEY**

By \_\_\_\_\_  
Its Mayor

**ATTEST:**

\_\_\_\_\_  
City Administrator-Clerk

**TENANT:**

Date: 5-20-21

LeRoy C Herbst  
LeRoy C. Herbst, as Trustee of the LeRoy  
Charles Herbst Revocable Trust

Catherine M. Herbst  
Catherine M. Herbst, as Trustee of the  
LeRoy Charles Herbst Revocable Trust

LeRoy C Herbst  
LeRoy C. Herbst, as Trustee of the  
Catherine Marie Herbst Revocable Trust

Catherine M. Herbst  
Catherine M. Herbst, as Trustee of the  
Catherine Marie Herbst Revocable Trust

EXHIBIT 1 TO FARM LEASE

All that part of the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  North of the Great Northern Railway right-of-way and South of the St. Cloud – Foley Highway as laid out before the establishment of State Trunk Highway No. 23, EXCEPTING the South 25 feet of the West 2 rods thereof; and

All that part of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  lying South of said St. Cloud – Foley Highway EXCEPTING the South 25 feet thereof, and also

EXCEPTING a triangular strip described as follows: Commencing at a point where the East and West Quarter line of the Section intersects the Southerly line of State Trunk Highway No. 23; thence Northeasterly along said Southerly line of said highway a distance of 60 feet to a point, being the point of beginning; thence South to a point 25 feet North of said East and West Quarter line; thence at right angles and westerly to the said Southerly line of said trunk highway; thence along said Southerly line of said trunk highway to the point of beginning; and also

EXCEPTING that part described as follows: Commencing at the point of intersection of the centerline of a Township Road with the Southerly right-of-way line of Minnesota Trunk Highway Number 23 as now located and established (1981), said point being 12.5 feet North of the South line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ; thence Northeasterly along the Southerly right-of-way line of said Minnesota Trunk Highway 23 for a distance of 854 feet to a point; thence South to a point 12.5 feet North of the South line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and 630 feet East of the point of beginning; thence West 630 feet to the point of beginning, excepting therefrom that part thereof which lies Northerly of the centerline of the Old St. Cloud Foley Wagon Road, containing 4 acres, more or less.

Also, that part of the NW $\frac{1}{4}$  of SE $\frac{1}{4}$  North of said Railway right-of-way except the West 2 rods thereof, all of said lands being in Sec. 34, Tp. 37, Rg. 29, and containing 56 acres, more or less, according to the Government survey thereof; together with a perpetual easement over and across the said above excepted portions which lie along the North and South Quarter line, such excepted portions being 2 rods in width.

## OPTION AGREEMENT

**THIS AGREEMENT** between the **City of Foley, Minnesota** ("City") and **LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the LeRoy Charles Herbst Revocable Trust and LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the Catherine Marie Herbst Revocable Trust**, 4912 – 105<sup>th</sup> Avenue NE, Foley, MN 56329 (collectively "Herbst") make this Real Estate Purchase Option Agreement (the "Agreement") effective as of \_\_\_\_\_, 2021 (the "Effective Date") with respect to the 26.09-acre property identified as <Parcel Nos. 020049300 and 020050000> owned by Herbst (collectively the "Property").

### **RECITALS**

- A. Herbst owns the Property legally described on the attached **Exhibit A**.
- B. The City desires to develop additional land to support industrial development and desires to obtain an option from Herbst to purchase the Property for that purpose.
- C. Herbst is willing to grant an option, subject to the conditions in this Agreement.

In consideration of the parties' representations and covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Grant of Option. Herbst grants to the City an exclusive option to purchase the Property on the terms and conditions set forth in this Agreement (the "Option") and any and all purchase shall be made pursuant to the contract for deed substantially in the form attached as **Exhibit B** (the "Purchase Agreement").
2. Option Fee. In exchange for receiving the Option, the City agrees to pay to Herbst the non-refundable sum of \$5,000.00, the receipt and sufficiency of which Herbst acknowledges by signing this Option Agreement (the "Option Fee").
3. Option's Term. The Option's term will begin on the Effective Date and will end five (5) years from the Effective Date (the "Option Term").
4. Manner of Exercising Option. The City may exercise its Option to purchase any portion of the Property at any time during the Option Term, by delivering to Herbst a copy of the Contract for Deed for the Property. Herbst agrees that upon the City's execution and delivery of the Contract for Deed, Herbst will execute and be bound by all of the Contract for Deed's terms and conditions.
5. Purchase Price. The Purchaser shall pay \$521,800 for the Property. The City will be responsible for any engineering costs necessary for determining the feasibility of any purchase of the Property or any portion of the Property.

6. Option's Termination. This Option Agreement will terminate and be of no further force at the end of the Option Term, unless the parties mutually agree in writing to extend this Agreement. Upon termination of its rights under this Agreement without purchasing the entire Property, the City agrees, upon Herbst's request, to execute and deliver a quit claim deed to Herbst within thirty (30) days after this Agreement's termination and to execute, acknowledge, and deliver any other document reasonably required by Herbst to remove the cloud of this Option on the Property.

7. Herbst's Warranties and Representations. Herbst warrants and represents to the City as follows:

- A. *Ownership.* Herbst has fee simple title to the Property free and clear of all encumbrances.
- B. *Rights of Others to Purchase Property.* Herbst has not entered into any other contracts for the Property's sale, nor are there any rights of first refusal, purchase options, building rights, leases or any other rights or agreements that might prevent this Agreement's consummation or affect the Property.
- C. *Tanks.* No above ground or underground tanks are or have been located in, on or under the Property.
- D. *Wells and Septic Systems.* No wells or individual sewage treatment systems are or have been located on the Property.
- E. *Proceedings.* No action, litigation, investigation, condemnation or proceeding of any kind is pending or, to Herbst's knowledge, threatened against Herbst or any portion of the Property.
- F. *Mechanic's Liens.* No mechanic's liens are filed against the Property, and no materials have been delivered nor any work or labor performed on the Property during the last one hundred twenty (120) days which have not been fully paid for, and no person or entity presently has any lien, or right of lien, against the Property for labor or materials.
- G. *Compliance with Law.* The Property is in compliance with all applicable zoning ordinances, building codes and other applicable federal, state and local laws and regulations with respect to the Property and its improvements.
- H. *No Leases.* No leases or subleases exist regarding the Property.
- I. *Unrecorded Easements.* No unrecorded easements or other rights affect the Property.
- J. *No Other Parties in Possession.* No other parties are in possession of, or have a right to possess, any portion of the Property.

K. Authority. Herbst has the requisite power and authority to enter into and perform this Agreement; this Agreement has been duly executed and delivered; the execution, delivery and performance by Herbst of this Agreement does not conflict with or result in a violation of any agreement, judgment, order, or decree of any court or arbiter to which it is a party; this Agreement is the valid and binding obligations of Herbst, and is enforceable in accordance with its terms; no consents are required for Herbst to enter into this Agreement and consummate the transactions it contemplates.

8. City's Representations. The City has the requisite power and authority to enter into this Agreement; this Agreement has been duly executed and delivered; the execution and delivery and performance by the City of this Agreement and the transaction it contemplates does not conflict with or result in violation of its governing documents, or any judgment, order or decree of any court or arbiter to which it is a party; this Agreement is the valid and binding obligation of the City, and is enforceable in accordance with its terms.

9. Agricultural Use of The Property. The City is securing the Property for the purpose developing it to support industrial development. Herbst reserves the right to continue to farm the Property during the Option Term. In the event the City exercises its option, Herbst shall have the right to continue to farm the Property, rent-free, until the Property is developed or sold to a third party. If Herbst farms the Property once the City exercises its option, Herbst agrees to maintain farm liability insurance and enter into a simple farm lease with the City as provided in **Exhibit C**.

10. City's Property Inspection. The City and its agents and representatives, at the City's cost and expense, shall have the right of full and complete access to the Property at all reasonable times to conduct any physical and visual inspections, investigations and testing, including without limitation, soil tests, surveying, engineering inspections, environmental reports and building inspections ("Inspections") as the City deems necessary in its sole and absolute discretion to determine the Property's condition and feasibility for the City's intended use. The City shall repair and restore any damage to the Property caused by the City's Inspections to substantially the same condition as existed prior to such entry. The City agrees to indemnify and hold Herbst and the Property harmless from all claims, costs, expenses or damages, including reasonable attorney's fees actually incurred, for any damages and cost resulting from such Inspections. Upon executing this Agreement, the Herbst shall provide the City with copies of all title work, surveys, tax statements, environmental reports, soil tests and other such information and documentation which Herbst has and the City reasonably requests relating to the Property.

11. Governmental Approvals. During the Option Term, the City must consent to any zoning, platting, environmental concerns, building issues and other governmental approval matters related to any proposed use of the Property.

12. Annexation. Upon exercising the option, the City may determine that it is necessary to annex the Property. Herbst agrees to cooperate in the annexation of the Property upon execution of a contract for deed with the City.

13. Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be personally delivered, including but not limited to, overnight delivery, or deposited in the U.S. mail, certified, return receipt requested, first class and postage prepaid, addressed to each party at the following addresses or such other addresses as may be designated by a notice pursuant to this paragraph:

If to Herbst:                    Leroy Charles Herbst Revocable Trust and  
Catherine Marie Herbst Revocable Trust  
4012 – 105<sup>th</sup> Avenue NE  
Foley, MN 56329

If to the City:                    City of Foley  
251 Fourth Avenue  
P.O. Box 709  
Foley, MN 56329

Any notice provided in accordance to this paragraph will be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt.

14. Miscellaneous.

- A. *Attorney's Fees.* In the event of any action at law or in equity to enforce any provision of this Agreement, or protect or establish any right or remedy of any party under this Agreement, the unsuccessful party to the litigation will pay to the prevailing party all costs and expenses, including reasonable attorney fees that the prevailing party incurs.
- B. *Successors and Assigns.* The parties' rights and obligations under this Agreement will inure to the benefit of, and bind, their respective successors and assigns.
- C. *Time is of the Essence.* Time is of the essence of each and all of this Agreement's agreements, covenants, and conditions.
- D. *Governing Law.* Minnesota law will govern this Agreement.
- E. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior offers and negotiations, oral and written. The parties may not amend or modify this Agreement in any respect except by an instrument in writing signed by the parties.
- F. *Memorandum of Option.* The parties shall execute a Memorandum of Option ("Memo") in the form attached as **Exhibit D**, and the City may record the Memo against the Property.

[Signature page to follow]



The parties have executed this Agreement as of the Effective Date.

LeRoy C. Herbst  
LeRoy C. Herbst, as Trustee of the LeRoy  
Charles Herbst Revocable Trust

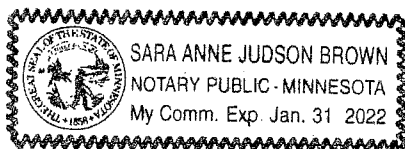
Catherine M. Herbst  
Catherine M. Herbst, as Trustee of the  
LeRoy Charles Herbst Revocable Trust

LeRoy C. Herbst  
LeRoy C. Herbst, as Trustee of the  
Catherine Marie Herbst Revocable Trust

Catherine M. Herbst  
Catherine M. Herbst, as Trustee of the  
Catherine Marie Herbst Revocable Trust

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

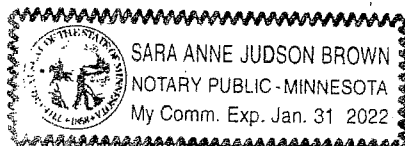
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County,  
personally appeared LeRoy C. Herbst, as Trustee of the LeRoy Charles Herbst Revocable Trust.



Sara Anne Judson Brown  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

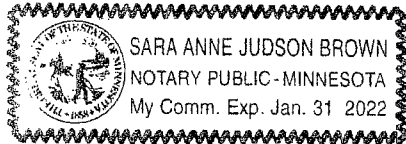
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County,  
personally appeared Catherine M. Herbst, as Trustee of the LeRoy Charles Herbst Revocable  
Trust.



Sara Anne Judson Brown  
Notary Public

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF BENTON    )

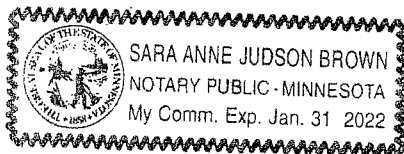
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County,  
personally appeared LeRoy C. Herbst, as Trustee of the Catherine Marie Herbst Revocable Trust.



Sara Anne Judson Brown  
Notary Public

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF BENTON    )

On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County,  
personally appeared Catherine M. Herbst, as Trustee of the Catherine Marie Herbst Revocable  
Trust.



Sara Anne Judson Brown  
Notary Public

**CITY OF FOLEY**

By \_\_\_\_\_  
Its Mayor

**ATTEST:**

\_\_\_\_\_  
City Administrator-Clerk

STATE OF MINNESOTA     )  
  ) SS  
COUNTY OF BENTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the Mayor of the City of Foley, a Minnesota municipal corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) SS  
COUNTY OF BENTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that she is the City Administrator of the City of Foley, a Minnesota municipal corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Rinke Noonan (AAR/mjr)  
300 US Bank Plaza  
1015 West St. Germain Street  
P.O. Box 1497  
St. Cloud, MN 56302-1497  
(320) 251-6700  
Our File No. 04313-0268

EXHIBIT A

(Legal Description)

All that part of the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  North of the Great Northern Railway right-of-way and South of the St. Cloud – Foley Highway as laid out before the establishment of State Trunk Highway No. 23, EXCEPTING the South 25 feet of the West 2 rods thereof; and

All that part of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  lying South of said St. Cloud – Foley Highway EXCEPTING the South 25 feet thereof, and also

EXCEPTING a triangular strip described as follows: Commencing at a point where the East and West Quarter line of the Section intersects the Southerly line of State Trunk Highway No. 23; thence Northeasterly along said Southerly line of said highway a distance of 60 feet to a point, being the point of beginning; thence South to a point 25 feet North of said East and West Quarter line; thence at right angles and westerly to the said Southerly line of said trunk highway; thence along said Southerly line of said trunk highway to the point of beginning; and also

EXCEPTING that part described as follows: Commencing at the point of intersection of the centerline of a Township Road with the Southerly right-of-way line of Minnesota Trunk Highway Number 23 as now located and established (1981), said point being 12.5 feet North of the South line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ; thence Northeasterly along the Southerly right-of-way line of said Minnesota Trunk Highway 23 for a distance of 854 feet to a point; thence South to a point 12.5 feet North of the South line of said SE $\frac{1}{4}$  of NW $\frac{1}{4}$  and 630 feet East of the point of beginning; thence West 630 feet to the point of beginning, excepting therefrom that part thereof which lies Northerly of the centerline of the Old St. Cloud Foley Wagon Road, containing 4 acres, more or less.

Also, that part of the NW $\frac{1}{4}$  of SE $\frac{1}{4}$  North of said Railway right-of-way except the West 2 rods thereof, all of said lands being in Sec. 34, Tp. 37, Rg. 29, and containing 56 acres, more or less, according to the Government survey thereof; together with a perpetual easement over and across the said above excepted portions which lie along the North and South Quarter line, such excepted portions being 2 rods in width.

AND

Also, a tract of land of about 1 acre in the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Sec. 34, described as follows: Beginning at a point 11.50 chains (46 rods) North of the center of said Section; thence North 14 rods; thence North 60° East 11.5 rods; thence South and parallel with the first mentioned line 14 rods; thence South 60° West a distance of 11.5 rods to the point of beginning. Excepting from all of the above, that part thereof taken by the State of Minnesota for trunk highway purposes.

**EXHIBIT B**

**(Contract for Deed)**

**EXHIBIT C**  
**(Farm Lease)**

**EXHIBIT D**

**(Memorandum of Purchase Option)**



## MEMORANDUM OF PURCHASE OPTION

THIS MEMORANDUM OF PURCHASE OPTION (this "Memorandum") is made and entered into effective as of \_\_\_\_\_, 2020 (the "Effective Date"), by and between **LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the LeRoy Charles Herbst Revocable Trust and LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the Catherine Marie Herbst Revocable Trust**, (collectively "Herbst"), and the **City of Foley, Minnesota** (the "City").

### RECITALS

F. Herbst and the City entered into an Option Agreement dated \_\_\_\_\_, 2020 (the "Option Agreement"), regarding property located in Benton County, Minnesota, legally described on the **Exhibit 1** attached hereto and made a part hereof, including all easements and other appurtenances thereto (the "Property").

G. The City wishes to make the existence of the Option Agreement of public record.

Herbst and the City declare as follows:

20. Pursuant to the Option Agreement, Herbst has granted the City an exclusive option to purchase the Property on the terms and conditions set forth in the Option Agreement.

21. The term of the Option Agreement commences on the Effective Date and will end <five (5) years> from the Effective Date (the "Option Term").

22. The terms and conditions of the Option Agreement are incorporated by reference in this Memorandum as if such terms were written out at length. In the event of a conflict between this Memorandum and the Option Agreement, the terms and conditions of the Option Agreement shall govern.

The parties have executed this Memorandum of Purchase Option as of the Effective Date.

LeRoy C. Herbst  
LeRoy C. Herbst, as Trustee of the LeRoy  
Charles Herbst Revocable Trust

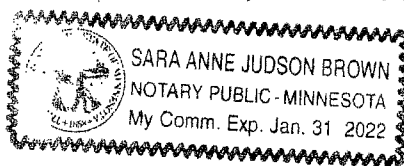
Catherine M. Herbst  
Catherine M. Herbst, as Trustee of the  
LeRoy Charles Herbst Revocable Trust

LeRoy C. Herbst  
LeRoy C. Herbst, as Trustee of the  
Catherine Marie Herbst Revocable Trust

Catherine M. Herbst  
Catherine M. Herbst, as Trustee of the  
Catherine Marie Herbst Revocable Trust

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

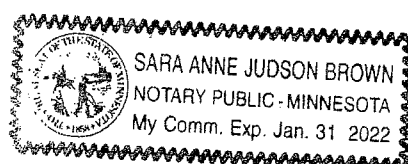
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County,  
personally appeared LeRoy C. Herbst, as Trustee of the LeRoy Charles Herbst Revocable Trust.



Sara Anne Judson Brown  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

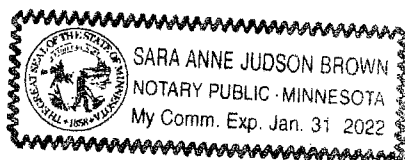
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County,  
personally appeared Catherine M. Herbst, as Trustee of the LeRoy Charles Herbst Revocable  
Trust.



Sara Anne Judson Brown  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

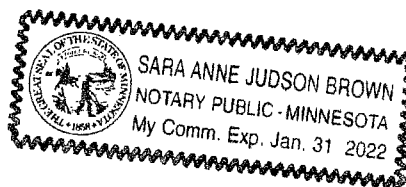
On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County,  
personally appeared LeRoy C. Herbst, as Trustee of the Catherine Marie Herbst Revocable Trust.



Sara Anne Judson Brown  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF BENTON )

On this 20<sup>th</sup> day of May, 2021, before me, a Notary Public for this County,  
personally appeared Catherine M. Herbst, as Trustee of the Catherine Marie Herbst Revocable  
Trust.



Sara Anne Judson Brown  
Notary Public

**CITY OF FOLEY**

By \_\_\_\_\_  
Its Mayor

**ATTEST:**

\_\_\_\_\_  
City Administrator-Clerk

STATE OF MINNESOTA     )  
  ) SS  
COUNTY OF BENTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the Mayor of the City of Foley, a Minnesota municipal corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) SS  
COUNTY OF BENTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public for this County, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that she is the City Administrator of the City of Foley, a Minnesota municipal corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Rinke Noonan (AAR/mjr)  
300 US Bank Plaza  
1015 West St. Germain Street  
P.O. Box 1497  
St. Cloud, MN 56302-1497  
(320) 251-6700

EXHIBIT 1 TO MEMORANDUM OF OPTION

All that part of the SW¼ of NE¼ North of the Great Northern Railway right-of-way and South of the St. Cloud – Foley Highway as laid out before the establishment of State Trunk Highway No. 23, EXCEPTING the South 25 feet of the West 2 rods thereof; and

All that part of the SE¼ of NW¼ lying South of said St. Cloud – Foley Highway EXCEPTING the South 25 feet thereof, and also

EXCEPTING a triangular strip described as follows: Commencing at a point where the East and West Quarter line of the Section intersects the Southerly line of State Trunk Highway No. 23; thence Northeasterly along said Southerly line of said highway a distance of 60 feet to a point, being the point of beginning; thence South to a point 25 feet North of said East and West Quarter line; thence at right angles and westerly to the said Southerly line of said trunk highway; thence along said Southerly line of said trunk highway to the point of beginning; and also

EXCEPTING that part described as follows: Commencing at the point of intersection of the centerline of a Township Road with the Southerly right-of-way line of Minnesota Trunk Highway Number 23 as now located and established (1981), said point being 12.5 feet North of the South line of said SE¼ of NW¼; thence Northeasterly along the Southerly right-of-way line of said Minnesota Trunk Highway 23 for a distance of 854 feet to a point; thence South to a point 12.5 feet North of the South line of said SE¼ of NW¼ and 630 feet East of the point of beginning; thence West 630 feet to the point of beginning, excepting therefrom that part thereof which lies Northerly of the centerline of the Old St. Cloud Foley Wagon Road, containing 4 acres, more or less.

Also, that part of the NW¼ of SE¼ North of said Railway right-of-way except the West 2 rods thereof, all of said lands being in Sec. 34, Tp. 37, Rg. 29, and containing 56 acres, more or less, according to the Government survey thereof; together with a perpetual easement over and across the said above excepted portions which lie along the North and South Quarter line, such excepted portions being 2 rods in width.

AND

Also, a tract of land of about 1 acre in the SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Sec. 34, described as follows: Beginning at a point 11.50 chains (46 rods) North of the center of said Section; thence North 14 rods; thence North 60° East 11.5 rods; thence South and parallel with the first mentioned line 14 rods; thence South 60° West a distance of 11.5 rods to the point of beginning. Excepting from all of the above, that part thereof taken by the State of Minnesota for trunk highway purposes.

Section 1030 – Motor, Commercial Vehicle, R.V. and Trailer Storage and Parking

Section 1030:00.      Purpose.      The City Council finds that in order to preserve and protect the health, safety and welfare of the citizens of the City, it is desirable to reduce traffic congestion and facilitate easier and less dangerous passage of motor vehicles on city streets; to increase access for emergency services; to prevent conditions which are likely to create hazardous road conditions or impede or likely to impede the free movement of law enforcement, fire, health or other emergency traffic or citizens motor travel; and to preserve the character of the neighborhood of residential zoned districts.

The intent and purpose of this Ordinance is to establish regulations on the parking of Motor and Commercial Vehicles, Recreational Vehicles, Equipment and Utility Trailers on and within public rights-of-way.

Nothing contained herein shall be construed as exempting a Motor or Commercial Vehicle, Recreational Vehicle, Equipment or Utility Trailer from the application of federal, state, and local laws, rules, regulations and ordinances, including, but not limited to, licensing requirements, other parking and traffic regulations, laws and ordinances governing hazardous property and nuisances and Minnesota Statutes Chapter 168B – regulating junked, abandoned and unauthorized vehicles.

Section 1030:02.      Application.      All Motor and Commercial Vehicles, Semi-Trailers, Trailers, Trucks, Truck-Trailers, Recreational Vehicles, Equipment and Utility Trailers parked or stored, on or within a public right-of-way, or on private property, shall be subject to this Ordinance. Nothing in this Ordinance shall limit the number of or prohibit the parking and/or storage of any vehicle, equipment or trailer when fully enclosed within a garage or any other accessory storage building as allowed by Ordinance.

Section 1030:04.      Definitions.      For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein:

- A.      Commercial Vehicle. Commercial vehicle shall be defined as all motor vehicles used for the transportation of passengers for hire, goods, wares, or merchandise, weighing 15,000 pounds gross vehicle weight, or more, without load, OR being more than twenty-two (22) feet in over-all length OR having more than two (2) axles. Notwithstanding the aforementioned, the term commercial (in general) shall be defined as, but not limited to; of or relating to commerce OR engaged in commerce, OR used primarily in the conduct of a business as opposed to private family or individual use, OR for the purpose of making a profit. Commercial vehicles may also be identified by signage on the unit. Provisions of this ordinance shall apply to vehicles such as, but not limited to: semi-trailers, truck-tractors, tanker-trucks, construction vehicles including backhoes, bobcats, bucket loaders, track vehicles, buses, garbage hauling trucks and dumpsters.
- B.      Crosswalk. The term Crosswalk shall mean: (1) that portion of a roadway ordinarily included with the prolongation or connection of the lateral lines of sidewalks at intersections, or (2) any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.
- C.      Driveway. Driveway shall mean the improved or unimproved place on private property that a vehicle would have to travel over in a direct path in order to enter a garage or carport, or to enter an exterior or interior side yard immediately adjacent to a garage or carport, from a designated entry/exit point on a public right-of-way.

- D. Driveway Approach. Driveway approach shall mean the area, construction or facility between the roadway of a public street and private property intended to provide access for vehicles from a roadway or a public street to private property. For clarification, a driveway approach must provide access to something definite on private property such as a parking area, a driveway, or a door intended and used for the entrance of vehicles.
- E. Intersection. Intersection shall mean the area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two streets which join one another, at, or approximately at, right angles, or the area within which vehicle traveling upon different highways joining at any other angle may come in conflict.
- F. Motor Vehicle. A Motor Vehicle shall mean a device or piece of mechanized equipment for the purpose of transporting passengers, goods, or apparatus' that is propelled other than by muscular power.
- G. Parking Surface. A hard surfaced driveway, or surface area constructed of concrete, blacktop (asphalt) or a similar hard, durable, and dust-free permanent surface designed to properly drain surface water and prevent water drainage onto adjacent properties or walkways as regulated in the City of Foley Zoning Ordinance #319. Crushed granite or similar dust-free aggregate are only allowed as provided in Section 1030:12, Subdivision 3; gravel is prohibited.
  - 1.) A Parking Surface for parking or storage shall be located no closer than five (5) feet to a side lot line, or the required side yard setback, whichever is less.
- H. Recreational Vehicle. Recreational Vehicle (RV) shall mean that class of vehicles that are not for commercial use, but intended for recreational use, including, but not limited to: a motor home, travel trailer, camper shell, cab-over-camper, fifth wheel, tent and camping trailers, boats (whether mounted on a trailer or not), off-highway vehicles, all-terrain vehicles (ATV's), snowmobiles, sand/dune buggies, personal watercraft, lawn/garden tractors, golf carts, and go-carts.
- I. Routine / Routinely. A period of time exceeding 24 hours.
- J. Semi-Trailer. Semi-trailer shall be defined as a vehicle of the trailer type so designed and used in conjunction with a truck-tractor that a considerable part of its own weight or that of its load rests upon and is carried by the truck-tractor and shall include a trailer drawn by a truck-tractor semi-trailer combination.
- K. Stored / Storage. Stored or Storage shall be defined as a means to put away or keep for use in the future. Any motor vehicle, equipment or trailer as defined in the Ordinance, maintained in approximately the same location, on the same site or property, for 24 hours or more shall be deemed stored.
- L. Trailer. Trailer shall be defined as any vehicle designed for carrying property or passengers in its own structure and for being drawn by a motor vehicle but shall not include a trailer drawn by a truck-tractor semi-trailer combination, or an auxiliary axle on a motor vehicle which carries a portion of the weight of the motor vehicle to which it is attached.



- M. Truck. Truck shall be defined as any motor vehicle designed and used for carrying things other than passengers, except pickup trucks and vans with a manufacturer's normal capacity of 1 ton or less and commonly known as a pickup truck.
- N. Truck-Tractor. Truck-tractor shall be defined as a motor vehicle designed and used primarily for drawing other vehicles and not constructed to carry a load other than a part of the weight of the vehicle and load drawn, AND a motor vehicle designed and used primarily for drawing other vehicles used exclusively for transporting motor vehicles and capable of carrying motor vehicles on its own structure.
- O. Utility Trailer. Utility trailer shall mean a non-motorized unit not defined as a recreational vehicle that has an axle and a frame that can be used to haul any type of material or equipment for recreational, non-commercial or agricultural purposes such as, but not limited to, boat trailers, horse trailers, trailers mounted with recreational vehicles such as a water craft or off-road vehicles, or implements of husbandry.
- P. Vehicle. For the purpose of this Ordinance, Vehicle shall refer to any of the aforementioned definitions including, but not limited to motor vehicle, commercial vehicle, semi-trailers, trailers, trucks, truck-tractors, RV's, equipment or utility trailers.
- Q. Gravel. Gravel shall mean crushed limestone or other non-granite aggregate containing fine materials often referred to as "Class 5 Gravel," "Class 2 Buff Limestone," "Class 2 Red Limestone," or other typical road base materials.

Section 1030:06.      Parking Regulations.

Subdivision 1. No public street, property, alley or right-of-way shall be used for the storage of Motor Vehicles, Commercial Vehicles, RV's, Equipment or Utility Trailers.

Subdivision 2. In no instance shall a Vehicle be parked or stored where any portion thereof blocks or overhangs the sidewalk, trail way, boulevard or curb within the public right-of-way.

Subdivision 3. A Vehicle shall not be parked or stored where such parking or storage constitutes a clear and demonstrable traffic hazard and/or threat to public health and safety such as obstruction of sight lines or flow of traffic.

Subdivision 4. A Vehicle shall not be parked within the vehicular travel portion, or driving lane, of any public or private street or roadway.

Subdivision 5. It is unlawful for any person to stop, stand, store or park a Vehicle in any of the following places, except when necessary to avoid conflict with other traffic, OR if in compliance with the specific directions of a traffic-control device or a person authorized under this code to direct traffic:

- a. in front of the access to a public or private driveway or trail way including the driveway apron, curb cut and/or curb return;
- b. within ten (10) feet of a fire hydrant or a mailbox;
- c. on any surface other than a Parking Surface as defined by City Ordinance;
- d. at any place where official signs prohibit or restrict stopping, parking or both;
- e. within ten (10) feet of any Intersection or Crosswalk.

Subdivision 6. All Utility Trailers must be attached to the tow vehicle if parked on a public street. Any owner of a detached Utility Trailer parked on the public street for any length of time will be subject to immediate citation and/or to the removal of the Utility Trailer at the owner's expense.

Subdivision 7. When parked or stored within the City, Commercial Vehicles, Semi-Trailers, Trucks, Truck-Trailers, Motor Vehicles, RV's, Equipment or Utility Trailers shall be kept neat and clean at all times. Debris, excessive dirt, spider webs, weed accumulation on and under such units are prohibited at all times as are broken windows and flat tires. In no case shall any Vehicle be used as a storage unit. Any Vehicle parked or stored in violation of this ordinance or which constitutes nuisance or hazardous conditions shall be declared a nuisance and subject to abatement.

Subdivision 8. All covers, tarps or any other material employed to protect a stored Vehicle from the elements must be secured and be weatherproof. Rocks/bricks or other weighted items shall not be used to secure the weatherproofing cover.

Subdivision 9. In no instances shall any Vehicle be parked or stored in driveways or unenclosed areas visible to the public, including a Parking Surface as defined above, unless it is in a fully-operational condition bearing current registration (if licensing required by MN Department of Motor Vehicle or any other State authority for use).

Subdivision 10. At no time shall any Vehicle be parked and/or stored on a residential lot that has no principal structure, however, this subsection shall not apply if:

- a. said lot is adjacent to a lot on which there is an occupied residence; AND
- b. both lots are under common ownership; AND
- c. the Vehicle parked and/or stored on the vacant lot is owned by and license and/or registered to the occupant of the resident on said adjacent lot.

Section 1030:08. Commercial Vehicle Storage.

Subdivision 1. One Commercial Vehicle having a licensed gross vehicle weight over 15,000 pounds may be parked on private property in any residential zoned district provided it meets the following requirements:

- a. the owner or operator of the vehicle must reside on the property; AND
- b. the vehicle shall be parked on a hard surface driveway in compliance with the applicable zoning district requirements; AND
- c. the permitted vehicle shall be parked at least ten (10) feet from the front property line and five (5) feet from the side property line; AND
- d. noise from idling of the engine shall not exceed regulations of the existing noise ordinance. The vehicle's engine shall not be idled for more than thirty (30) minutes in any one (1) hour period. In no circumstance may the engine idle for more than two periods, lasting thirty (30) minutes each, in one twenty-four (24) hour period. For purposes of this section, idling shall mean running the vehicle engine for more than three (3) minutes. In no instance shall the vehicle's engine idle (3 minutes) in violation of this or any other ordinance between the hours of 10:30 p.m. and 7:00 a.m.

Section 1030:10.       Recreational Vehicle Storage.

Subdivision 1. At no time shall any Vehicle be used for primary living or housekeeping purpose.

- a. Exceptions may be granted for travelers or out of town guests visiting with prior notification to the City Administrator for a period not to exceed seven (7) days.

Subdivision 2. Recreational vehicles shall be mobile and shall not be permanently affixed in the ground in a manner that would prevent removal.

Subdivision 3. Unmounted slide-in pickup campers shall be stored no higher than twenty (20) inches above the ground and shall be securely supported at all four (4) corners by solid support blocks or support mechanisms.

Subdivision 4. Except for routine maintenance or during emergency conditions when power supply is disrupted, the operation of a recreation vehicle generator plant shall not be permitted in residential districts. For the purpose of this subdivision, routine maintenance periods shall not exceed sixty (60) minutes per month.

Section 1030:12.       Storage On Residential Lots.

Subdivision 1. No Motor or Commercial Vehicle, RV, Equipment, or Utility Trailer shall be routinely parked on an unsurfaced area, such as dirt or vegetation, in the front yard (or within the front yard setbacks) of residential lots.

Subdivision 2. Storage of Vehicles shall be limited to a garage or other permitted accessory structure, or designated driveway areas in the front yard of residential properties.

- a. The unenclosed parking and/or storage of Vehicles shall be limited to a total number of six (6) units parked upon the hard surfaced driveway or a Parking Surface as defined above, within the front of a residential lot.
- b. Notwithstanding the provisions of this section, Vehicles may be parked temporarily on an unsurfaced area of the front yard of a residential lot overnight as is necessary to comply with winter parking regulations from November 1 to April, OR for a period not to exceed 24 hours, to load, unload, clean or repair the Vehicle year-round. At no time shall a vehicle be parked on public right-of-way as regulated by Section 1030:06.
- c. This subdivision shall not be construed to allow parking or storage of nuisance, junked or abandoned vehicles or units otherwise prohibited by any other ordinance or subdivision.

Subdivision 3. All Vehicles in the side yard shall be parked or stored on a Parking Surface as defined by this Ordinance. Parking Surfaces in the side yard may include crushed granite or similar dust-free aggregate not to exceed an aggregate size of 1 ½ inch in diameter; gravel is prohibited. If parking surface is made of crushed granite or similar dust-free aggregate, only as allowed by Section 1030:12, the area must also be contained by a barrier and underlain with a fabric or plastic barrier to prevent weed or grass growth through the aggregate area.

Subdivision 4. Vehicles parked within a back yard shall comply with rear and side yard setback requirements applicable to accessory structures and all other applicable ordinances. Parking Surfaces in the back yard may include crushed granite or similar dust-free aggregate; gravel is prohibited. If parking surface is made of crushed granite or similar dust-free aggregate, only as allowed by Section 1030:12, the area must also be contained by a barrier and underlain with a

fabric or plastic barrier to prevent weed or grass growth through the aggregate area. Utility trailers parked in the back yard may be parked on unsurfaced areas in lieu of a Parking Surface.

Subdivision 5. Vehicles stored on a property shall be subject to the height provisions of "Accessory Buildings" of the City of Foley Zoning Ordinance 319.

Section 1030:14.      Exceptions.

Subdivision 1. The above provisions shall not apply to those Vehicles temporarily parked by the driver thereof, for the purpose of being loaded or unloaded while making actual deliveries of goods and merchandise; OR while engaged in construction, general repair, moving or other type of commercial work; OR parked for temporary maintenance or emergency repairs not to exceed 24 hours providing that such parking does not impair the regular flow of traffic or cause an undue safety concern.

Subdivision 2. The provisions of this Ordinance shall not apply to street construction, maintenance, and repair equipment trailers or vehicles used by the public service utility companies engaged in repairing or extending public service utilities.

Section 1030:16.      Variance.      Minor modifications or adjustments to this Ordinance may be administratively approved by the City Administrator by means of a Motor Vehicle Parking Variance where conditions such as, but not limited to, lot size, lot construction or improvements warrant a minor modification or adjustment. If the City Administrator cannot make such a determination, the matter may be appealed to the City's Planning Commission with the appropriate application for variance process and appeal fee filed. In no instance shall a modification or adjustment be made to the provisions of this Ordinance if it violates a safety concern/regulation of this or any other City Ordinance.

Section 1030:18.      Enforcement and Penalty.

Subdivision 1. Notice of Violation. When a property owner permits or allows the parking and/or storage of a Vehicle to exist in violation of this Ordinance, the City Administrator, or Law Enforcement Officer, may serve notice upon said owner ordering the owner to remove the vehicle within five (5) days of the date of the notice. The notice shall state that in case of noncompliance the City shall have the vehicle removed from the premises at the expense of the owner and that if unpaid, the charge for such towing will be made a special assessment against the property concerned. The notice shall also inform the property owner that the order may be appealed by filing a written notice of appeal with the City Administrator within the five (5) days of the date of notice.

Subdivision 2. Appeal. If an owner who received notice to remove a vehicle provided for by this Ordinance believes that the order has been wrongly issued, said owner may appeal the order by filing with the City Administrator a written notice of appeal within five (5) days of the date of the notice. Upon receipt of notice of an appeal the City Administrator shall place the matter on the next regular Council Agenda, when the matter will be heard by the City Council. The owner may present testimony and information to the Council, as may the City Administrator, City staff, and other concerned citizens. After due consideration, the City Council shall decide whether the order will stand. In the event the Council determines that the order is appropriate, the owner shall have three (3) days from the date of the Council's decision to comply with the order.

Subdivision 3. Failure to Comply. If an owner who has received an order under this Ordinance fails to comply within the applicable time frame, the City may remove the vehicle in violation of

this ordinance from the premises. The City Administrator shall keep a record showing the cost of such.

Subdivision 4. Owner Responsible for Payment. In the event the City is required to take action to bring any property in compliance with this Ordinance, the owner of the property shall be responsible to pay all such costs and expenses incurred by the City (including costs and expenses associated with City Staff time). Upon determining such costs and expenses of the City, the owner of the property will be sent an invoice by regular mail (sent to the address shown on the property tax statement for the property). In the event the invoice is not paid in full within thirty (30) days of the date of mailing, the City Clerk may certify said expenses to the City Council for assessment against the property. Thereupon, said costs and expenses shall become a levied special assessment against the property to be paid in the following year together with the property taxes.

Section 1030:20.      Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 1030:22.      Adherence To Any Other Ordinance.      The parking and/or storage of any Vehicle within the City of Foley shall comply with all applicable requirements and/or provisions of this or any other existing City Ordinance including but not limited to the ordinances regulating noise, public nuisance, zoning, traffic and winter parking.

Section 1030:24.      Effective Date.      This Ordinance shall be effective upon its passage and publication.

Chapter X – TRAFFIC REGULATIONS of the 1974 Code of Ordinance was amended by Ordinance Number 416 adding Section 1030 Motor, Commercial Vehicle, R.V. and Trailer Storage and Parking, adopted May 6, 2014, published and effective May 13, 2014.

Chapter X – TRAFFIC REGULATIONS of the 1974 Code of Ordinance was amended by Ordinance Number 448 amending Section 1030:04 G, Parking Surfaces; Section 1030:04 added Q, Gravel; Section 1030:12 G, Subdivision 3 & 4, adopted April 7, 2020, published and effective April 14, 2020.

**Sarah Brunn**

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**Subject:**

RE: 420 Norway Dr

**From:** Adam Ripple <ARipple@rinkenoonan.com>

**Sent:** Wednesday, May 26, 2021 3:43 PM

**To:** Katie McMillin <KMcmillin@ci.foley.mn.us>; Sarah Brunn <sbrunn@ci.foley.mn.us>

**Subject:** RE: 420 Norway Dr

That does not constitute a "parking surface." The surface needs to be at least as big what is parked on it.

If this was allowed to constitute a parking surface, a car up on concrete blocks in the middle of the yard would be compliant and that is absurd.

Adam A. Ripple  
Attorney

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

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



**From:** Katie McMillin <KMcmillin@ci.foley.mn.us>

**Sent:** Tuesday, May 25, 2021 7:26 AM

**To:** Sarah Brunn <sbrunn@ci.foley.mn.us>

**Subject:** 420 Norway Dr

Looking to see how you want to handle [REDACTED] trailer issue.

He now put down concrete pavers under the tires. One row across between the tires. Then on row up in the middle of the trailer for the front little tire to sit on.

I know he is going to say it is not on the grass it is on the concrete pavers. Not sure how we go about this one for the ordinance does not specially state the service has to be the whole length and width of the trailer/rv/ boat etc.

**Katie McMillin**

**Police Chief**

[kmcmillin@ci.foley.mn.us](mailto:kmcmillin@ci.foley.mn.us)

**From:** Mark Pappenfus  
**To:** Sarah Brunn  
**Subject:** FW: Greystone - Salt Shed - Sourcewell Proposal  
**Date:** Thursday, May 27, 2021 12:03:29 PM  
**Attachments:** SOURCEWELL Budget Proposal - Salt Storage Building - 5-25-21.pdf  
Salt Shed 41" L10 - 3" Piers - 8" Panels.pdf  
Salt Shed Monticello TWP 41x50.jpeg

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Sarah,

Attached is pricing information for a Salt Shed for us to discuss at Tuesday's Council Meeting.

We did have \$100,000 in the CIP for 2021. The quote is for \$74,970.00. We will have some additional costs besides this quote, pre-soil borings, any soil corrections (which the City would do so it would only be materials) and bituminous (blacktop) inside and around the shed, electrical power line to the shed, and any post-build inspections, although I see no reason why we would not stay within our Budget. A drawing and picture of a similar shed is attached. This is a Sourcewell Bid so our bidding requirements are met.

Thanks, Mark

**Mark Pappenfus**  
**City of Foley Public Works Director**

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**From:** Nate Lamusga <nlamusga@greystoneconstruction.com>  
**Sent:** Wednesday, May 26, 2021 11:01 AM  
**To:** Mark Pappenfus <mpappenfus@ci.foley.mn.us>  
**Subject:** Greystone - Salt Shed - Sourcewell Proposal

Mark –

Here is the update for the 41L10 building.

The price on the other Sourcewell quote will be a little less – we got firm numbers on bunker panel costs and shipping and we saved like \$400.

Sorry for my delay



**Nate Lamusga**  
*Business Development Manager*  
952.278.1125 (w)  
612.916.4393 (m)  
**www.greystoneconstruction.com**  
Your Vision - Our Team – Great Projects



May 25, 2021

City of Foley  
Attn: Mark Pappenfus  
251 4th Ave. N  
Foley MN. 56329

**Re: Budget Proposal – City of Foley - Salt Storage Building**

Mr. Pappenfus,

Thank you for the opportunity to provide a budget proposal to furnish and install a **Salt Storage** building in **Foley, MN**. A few of the advantages the Greystone team brings to the project include:

- **Design-Build Experience** – Greystone has offered design-build and general construction services for 33 years.
- **Fabric Building Expertise** – Greystone has sold and installed fabric buildings for over 20 years. We've successfully completed over 1,300 fabric building.
- **Engineered Fabric Building** – Fabric building will be designed to meet site specific load requirements including wind, snow and unbalanced loads.
- **Hot Dipped Galvanized Steel** – Fabric building frames are hot dip galvanized post production, after all cutting and welding complete
- **Self-Performed Work** – Greystone has the capability to self-perform the concrete and building installation with our own crews. Often times this allows us to provide the most competitive pricing, maintain quality and hold schedule.

Let us know if you have any questions. We look forward to discussing our next steps.

Sincerely,

Nate Lamusga  
Business Development Manager





## Scope of Work & Pricing

*to be performed by Greystone Construction*

### **Furnish & Install Budget Price:**

- 41' x 40' Britespan Atlas L10 Series Building
- Truss spacing 10' on center
- 12.5 ounce, 23 mil polyethylene Non-FR fabric
  - Single piece cover design
- Building designed per ASCE7-10 (IBC 2018)
  - Fabric type: ASTM E-84 (NON-FR)
  - Occupancy category: CAT 1 (LOW HAZARD)
  - Ground snow load: 50 lbs.
  - Wind Load: 105 MPH wind
  - Wind Exposure: C
  - Site conditions: Ce = 0.9 Exposed
  - Collateral Load: 0
  - No sprinklers
  - No conveyor loads
  - Seismic Design Category: B
  - Stamped engineered building drawings included
- (1) Fabric end wall with steel framing with two 3'x3' mesh vents in back end
- (1) open end wall
- Hot dipped galvanized bolt upgrade
- Freight to Foley, MN included

**Sourcwell Building Materials Price: \$23,281.21**

### **Concrete Foundation and Bunker panels:**

- Engineered foundation drawings
- Building to be installed on concrete drilled pier foundations. Piers to extend 2' above grade on three sides.
  - Assumes existing soils has minimum bearing capacity of 2,500 PSF
- Approximately 111 lineal feet of 8' tall pre-cast concrete bunker "L" panels with corrosion inhibitor
- Hot dipped galvanized anchor bolts

**Sourcwell Foundation and Bunker panel price: \$40,041.79**

### **Fabric Building Erection labor and equipment:**

- Provide all necessary labor equipment to complete building erection noted above
- Includes Project Management and Supervision for Scope of work

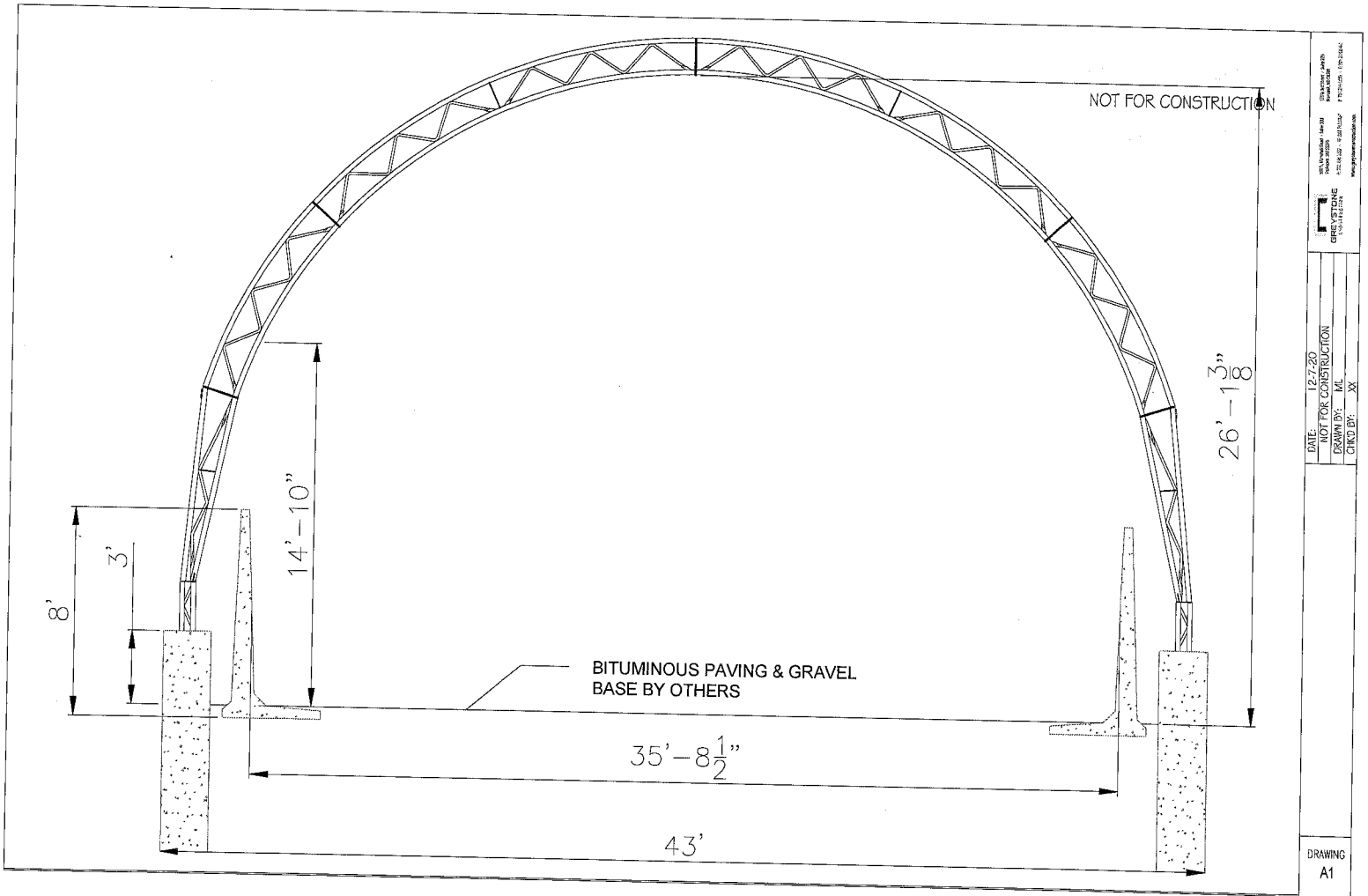
**Sourcwell Building Erection price: \$11,647.00**

**TOTAL PRICE PER ABOVE SCOPE OF WORK: \$74,970.00**

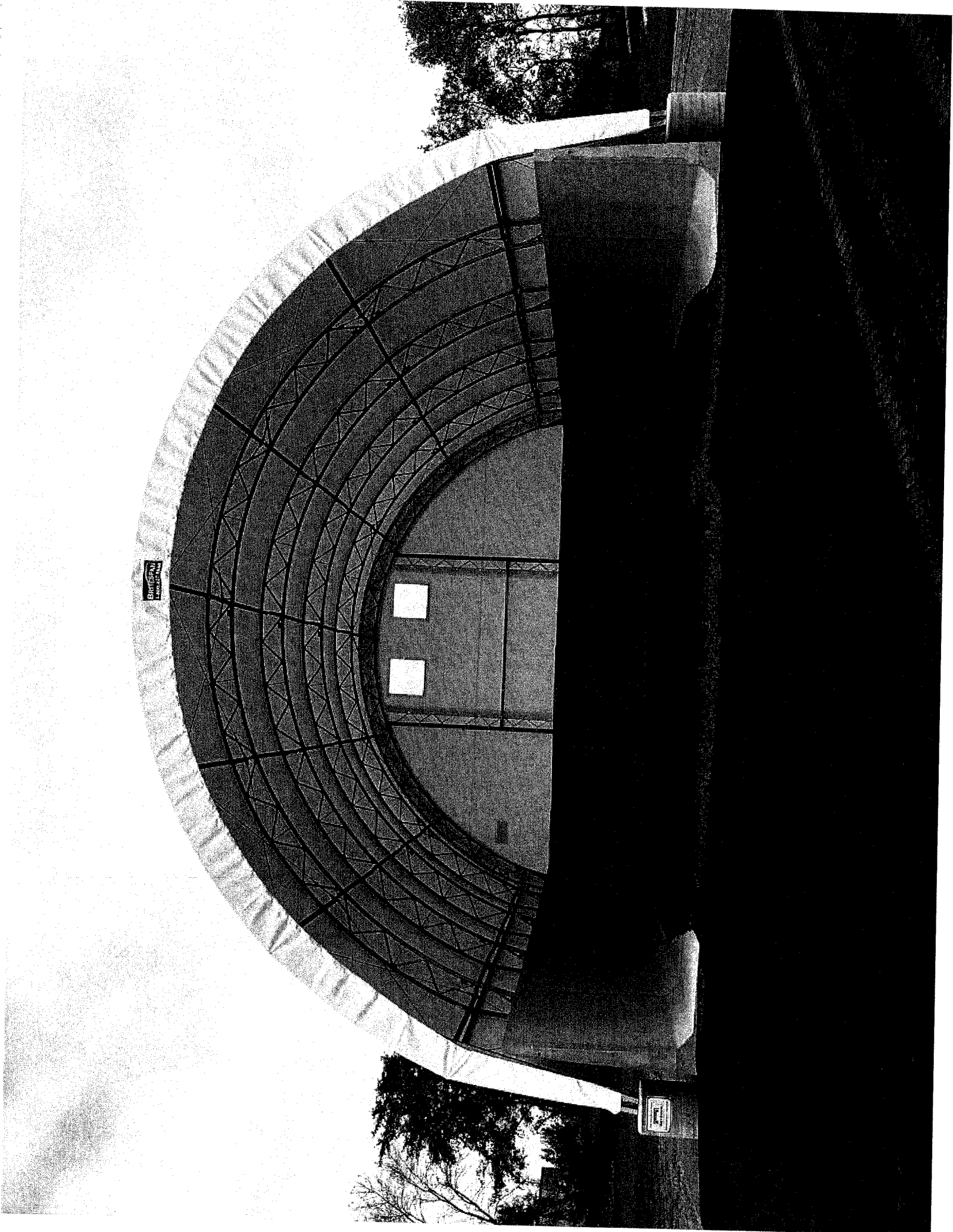


**Exclusions – Items not included, but may apply to overall project:**

- Architectural and Civil Engineering
- Permits & Fees
- Prevailing wage rates
- Sales tax on materials
- Payment and performance bonds
- Cat II occupancy
- Pad & pier foundation design if augured pier design isn't suitable for existing site
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: soil corrections, granular base material under floor and bunker panels, excavation and backfill, site prep, import or export of materials, dewatering, etc
- Assumed building has 50' clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- Bituminous paving or concrete – interior and exterior slabs and aprons
- Exterior aprons & stoops at doors
- Geotextile liner under building
- Doors – Overhead & personnel
- All electrical & mechanical systems
- All winter conditions



DATE: 12-2-20	NOT FOR CONSTRUCTION	DESIGNED BY: ML	CHECKED BY: XX
DRAWING A1		NOT FOR CONSTRUCTION	
DRAWING A1		NOT FOR CONSTRUCTION	



**From:** [Mark Pappenfus](#)  
**To:** [Sarah Brunn](#)  
**Subject:** Chip Seal Coat  
**Date:** Thursday, May 27, 2021 12:12:19 PM  
**Attachments:** [Sealcoat Opt. #1.pdf](#)  
[Foley Seal Coat Proposal Allied 21.pdf](#)  
[Foley Seal Coat Proposal Bertram 21.pdf](#)

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Sarah,

Can we have a discussion at Tuesday's Council meeting as to if the City wishes to proceed with beginning a possibly yearly road maintenance program of crack filling and seal coating of City streets. We had placed \$50,000 in the 2021 Streets CIP.

Attached are 2 quotes along with a map of the roads in red that I had quoted for this summer if we proceed. This includes the entire Lange Estates area, beginning going down Norway Dr. at Hwy. #25 and everything going East and then South of there.

The Low bid, Allied Blacktop, will be in Milaca doing work doing work for their City in June so they would complete our work at the same time.

Thanks, Mark

**Mark Pappenfus**  
**City of Foley Public Works Director**

# ArcGIS Web Map



4/13/2021, 1:01:33 PM

Benton\_Co\_Data - Benton Parcels

1:4,514

0 0.03 0.05 0.1 mi

0 0.04 0.09 0.17 km

Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Web AppBuilder for ArcGIS  
Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | Benton Co MN GIS |

Allied Blacktop Company  
10503 - 89th Avenue North  
Maple Grove, MN 55369  
www.alliedblacktopmn.com

Phone: 763.425.0575  
Fax: 763.424.6791  
Cell: 612-834-0167  
Email: m.dolecki@alliedblacktopmn.com

## Proposal

Customer Name: City of Foley  
251 4th Ave N  
Foley, MN 56239  
Contact Person: Mark Pappenfus

Date: April 21, 2021

Phone: 320-290-9186

Project Address: City of Foley - 2021 Seal Coat

Email: [mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)

**We hereby submit specifications and quotations for the following:**

**Description of Work to be Performed**

	Unit	Qty.	Price	INT
<b>Chip Seal: CRS-2/FA-2 Granite</b> Sweep asphalt. Apply liquid asphalt at a rate of .26 gallons per square yard. Apply cover aggregate at 18 lbs. per square yard. Roll cover aggregate. Pick up sweep excess aggregate 4 to 8 weeks after chip seal application. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. NOTE: Chip sealing behind parking bumpers, under steps, or any areas not accessible by chip seal roller are excluded from the project. NOTE: Quote Assumes 1 mobilization	S.Y.	29986	\$1.12/SY	

**TOTAL: \$33,584.32**

**Crack Sealing: Optional**

Clean and seal all new and previously sealed longitudinal and transverse working cracks that are 1/4" wide or wider. Alligator cracking, hairline cracking, block cracking, or cracks wider than 1" are not included unless otherwise specified. Previously filled cracks will not be routed.  
NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. Paper cover will be used at the discretion of the contractor.  
NOTE: Quote Assumes 1 mobilization

L.S. 1 \$11,770.00

**TOTAL: \$11,770.00**

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

**Note: See Allied Blacktop Company Warranty Terms, Qualifications, and Construction Specifications.**

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

**ADD 1% Bonding if Necessary**

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.

Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control. Allied Blacktop Company to carry proper insurance including Workers Compensation.

Authorized Signature: \_\_\_\_\_

*Matt Dolecki*

Matthew Dolecki

**Acceptance of Proposal:** The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

"(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

Bertram Asphalt Company  
P.O. Box 162  
Paynesville, MN 56362

Cell: 320-292-1311  
Email: [bertramasphalt@gmail.com](mailto:bertramasphalt@gmail.com)

## Proposal

Company Name: Foley (city of)  
Billing Address: P.O. Box 709  
Foley, MN 56329  
Contact Person: Mark Pappenfus  
Mark's Cell: 320-290-9186

Date: May 20, 2021

Email: [mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)

Project type: Chip sealing as per attached map

**We hereby submit specifications and quotations for the following:**  
**Description of work to be performed**

Chip Sealing (FA2 Granite and CRS-2 Oil) Roads Only:	Unit	Quantity	Price
Sweep asphalt. Apply CRS-2 liquid asphalt at a rate of .26 gallons per square yard. Apply cover aggregate at 18 lbs. per square yard. Roll cover aggregate. Pick up sweep excess aggregate 4 to 8 weeks after chip seal application.	S.Y.	29,986	\$1.27 (per sq yd)

Note: Irrigation must be off 24 hours and obstructions moved prior to construction.  
Note: Additional Mobilization charges may apply if stopped for irrigation or obstructions.

Note: Chip sealing behind parking bumpers, under steps, or any areas not accessible by chip seal roller are excluded from the project.

Note: Quote assumes one mobilization.

Note: One mobilization included to complete project.

Note: If an extra mobilization is needed there will be an additional charge.

Note: Project will be billed as soon as the chip seal is put down.

Re-stripe NOT included.

Exclusions: Bonds, permits, fees, surveying, staking, engineering, testing, soil corrections, rock excavation, dewatering, traffic control, utility or structural sheeting, repair, or adjustments, underpinning, buried debris, drain tile, footing insulation or waterproofing, separation fabrics, geotextile fabric removal, disposal, or installation, vapor barriers, drainage layers, class V base materials other than listed above, hazardous materials, removal of contaminated soils, haul road or crane road construction, erosion control other than listed above, gas, mechanical, electrical, or electrical excavation, lighting, curb, concrete, site fence, evening, night or weekend work, winter conditions.

We propose to furnish material, equipment, and labor, complete in accordance with the above specifications, for the total lump sum of:

**Total: \$38,082.22**

**Note: See Bertram Asphalt Company Warranty Terms, Qualifications, and Construction Specifications.**

Payment terms are net 10 days. Unpaid balances will accrue a late fee of 10% per month until paid in full and shall be charged on any balance 30 days past due. Note: this proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. The owner/ general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control. Contractor to carry proper insurance including Workers Compensation.

Authorized Signature: \_\_\_\_\_

Bill Bertram

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Please take note: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law you have the right to pay persons who supplied labor and materials for the improvement directly and deduct the amount from the contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.



Bertram Asphalt Company  
P.O. Box 162  
Paynesville, MN 56362

Cell: 320-292-1311  
Email: [bertramasphalt@gmail.com](mailto:bertramasphalt@gmail.com)

## Proposal

Company Name: Foley (city of)  
Billing Address: P.O. Box 709  
Foley, MN 56329  
Contact Person: Mark Pappenfus  
Mark's Cell: 320-290-9186

Date: May 20, 2021

Email: [mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)

Project type: Clean and Seal crack sealing

**We hereby submit specifications and quotations for the following:**  
**Description of work to be performed**

Crack Sealing:	Unit	Quantity	Price
Clean singular cracks that are 1/4" - 1" wide and not in alligatored areas. Blow cracks clean with high volume compressed air. Cracks will be filled and an overband put on all in one fill with a Double Wall Jacketed Oil Injector Melter. Failed cracks that have been previously sealed will be blown clean with high volume air and resealed. We seal the cracks with a rubberized crack sealer that meets MN Dot Spec 3723 and we apply the material according to MN Dot Specs. Product will be applied to manufacturers specifications. Single ply paper barrier will be put on as a bond breaker on hot material when necessary. Alligator cracking, hairline cracking, block cracking, or cracks wider than 1.5" are not included unless otherwise specified.	L.S.	1	\$14,400.00

**Note: Weeds on the asphalt surface should be sprayed or removed by others 2 weeks prior to sealing.**

**Re-stripe not included.**

Exclusions: Bonds, permits, fees, surveying, staking, engineering, testing, soil corrections, rock excavation, dewatering, traffic control, utility or structural sheeting, repair, or adjustments, underpinning, buried debris, drain tile, footing insulation or waterproofing, separation fabrics, geotextile fabric removal, disposal, or installation, vapor barriers, drainage layers, class V base materials other than listed above, hazardous materials, removal of contaminated soils, haul road or crane road construction, erosion control other than listed above, gas, mechanical, electrical, or electrical excavation, lighting, curb, concrete, site fence, evening, night or weekend work, winter conditions.

**We propose to furnish material, equipment, and labor, complete in accordance with the above specifications, for the total lump sum of:**

**Total: \$14,400.00**

**Note: See Bertram Asphalt Company Warranty Terms, Qualifications, and Construction Specifications.**

Payment terms are net 10 days. Unpaid balances will accrue a late fee of 10% per month until paid in full and shall be charged on any balance 30 days past due. Note: this proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. The owner/ general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control. Contractor to carry proper insurance including Workers Compensation.

Authorized Signature: \_\_\_\_\_

Bill Bertram

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Please take note: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law you have the right to pay persons who supplied labor and materials for the improvement directly and deduct the amount from the contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

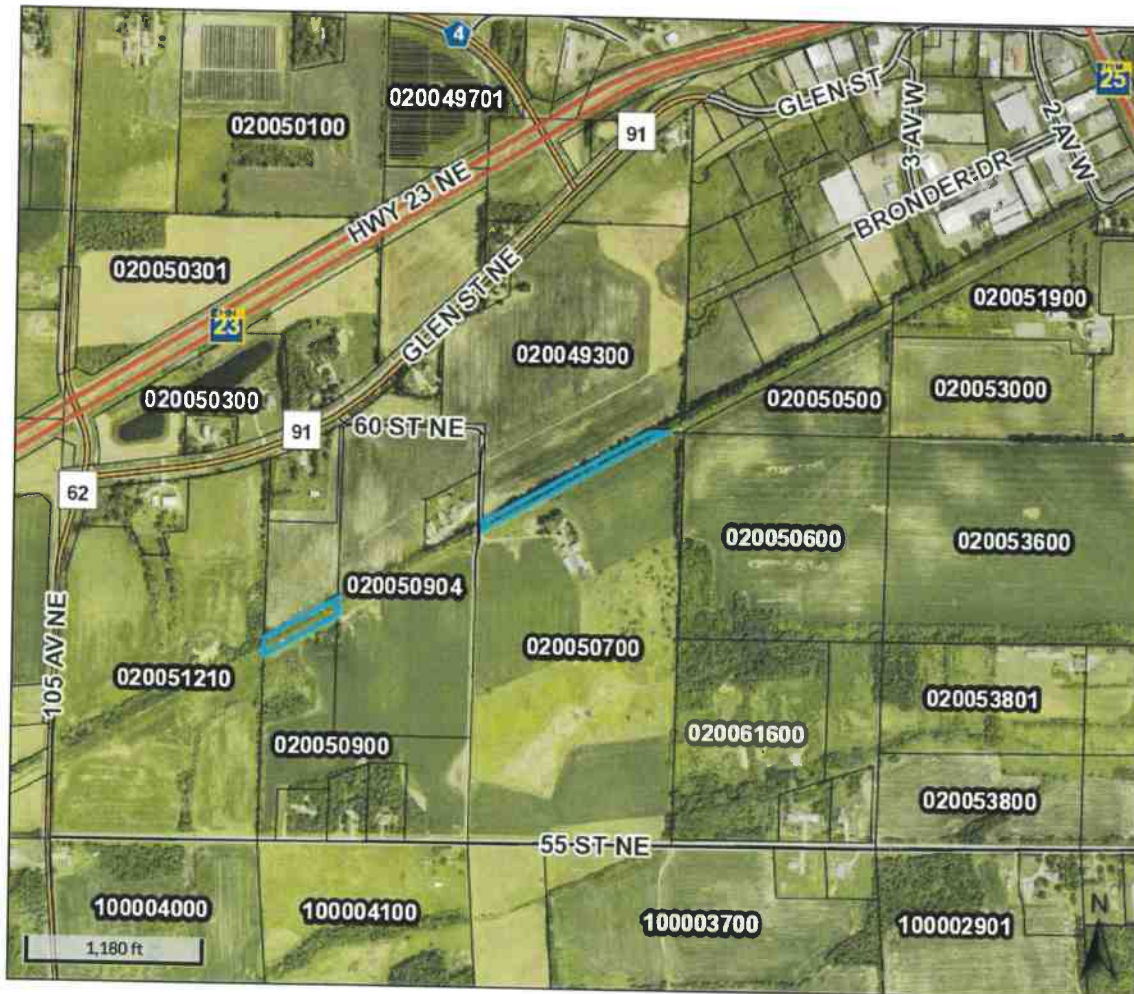
# Foley Service Levels & Pricing

May-21

Commercial Service	2019	2020	2021
65 gallon trash	\$ 12.00	\$ 12.48	\$ 12.98
95 gallon trash	\$ 12.00	\$ 12.48	\$ 12.98
90 gallon recycle	\$ 9.00	\$ 9.36	\$ 9.73
Cart RPC	\$ -	\$ -	\$ 0.88
Dumpster RPC	\$ -	\$ -	\$ 6.70
<b>1 yard dumpster</b>			
1x/week	\$ 41.22	\$ 42.87	\$ 44.58
2x/week	\$ 82.43	\$ 85.73	\$ 89.16
3x/week	\$ 123.65	\$ 128.60	\$ 133.74
<b>2 yard dumpster</b>			
1x/week	\$ 64.40	\$ 66.98	\$ 69.66
2x/week	\$ 115.95	\$ 120.59	\$ 125.41
3x/week	\$ 193.20	\$ 200.93	\$ 208.97
<b>3 yard dumpster</b>			
1x/week	\$ 76.00	\$ 79.04	\$ 82.20
2x/week	\$ 140.43	\$ 146.05	\$ 151.89
3x/week	\$ 228.00	\$ 237.12	\$ 246.60
<b>4 yard dumpster</b>			
1x/week	\$ 87.60	\$ 91.10	\$ 94.75
2x/week	\$ 164.90	\$ 171.50	\$ 178.36
3x/week	\$ 247.30	\$ 257.19	\$ 267.48
<b>6 yard dumpster</b>			
1x/week	\$ 115.95	\$ 120.59	\$ 125.41
2x/week	\$ 216.40	\$ 225.06	\$ 234.06
3x/week	\$ 324.60	\$ 337.58	\$ 351.09
<b>8 yard dumpster</b>			
1x/week	\$ 217.73	\$ 226.44	\$ 235.50
2x/week	\$ 407.05	\$ 423.33	\$ 440.27
3x/week	\$ 610.55	\$ 634.97	\$ 660.37
<b>Compactor</b>			
Haul rate	\$ 132.00	\$ 137.28	\$ 142.77
Disposal	\$ 70.82	\$ 73.65	\$ 76.60

Residential Service	2019
35 gallon trash	\$ 12.00
65 gallon trash	\$ 12.00
95 gallon trash	\$ 12.00
Recycle service	\$ 3.00
RPC	\$ 0.84

2020	2021
\$ 12.48	\$ 12.98
\$ 12.48	\$ 12.98
\$ 12.48	\$ 12.98
\$ 3.12	\$ 3.24
\$ 1.25	\$ 0.88



Overview



Legend

-  Parcels
-  Highways
-  County Roads
-  Roads

Parcel ID	020051211	Alternate ID	n/a	Owner Address	LEROY CHARLES HERBST REV TR &
Sec/Twp/Rng	34-037-029	Class	101 - AGRICULTURAL		CATHERINE MARIE HERBST REV TR
Property Address		Acreage	2.64		4912 105TH AV NE
					FOLEY, MN 56329
District	GILMANTON TOWNSHIP				
Brief Tax Description	Sect-34 Twp-037 Range-029 2.64 AC THAT PORTION OF FORMER BN RR BRANCH LINE R/W LYING WITHIN E1/2 SW1/4 LESS E 880 FT & THAT PORTION IN NW1/4 SE1/4 LYING NWLY OF C/L W/EASMNT W/UNDIV 1/2 INT TO LEROY CHARLES HERBST REV TR & W/UNDIV 1/2 INT TO CATHERINE MARIE HERBST REV TR				
	(Note: Not to be used on legal documents)				

Date created: 5/28/2021  
Last Data Uploaded: 5/28/2021 6:52:40 AM

Developed by  **Schneider**  
GEOSPATIAL

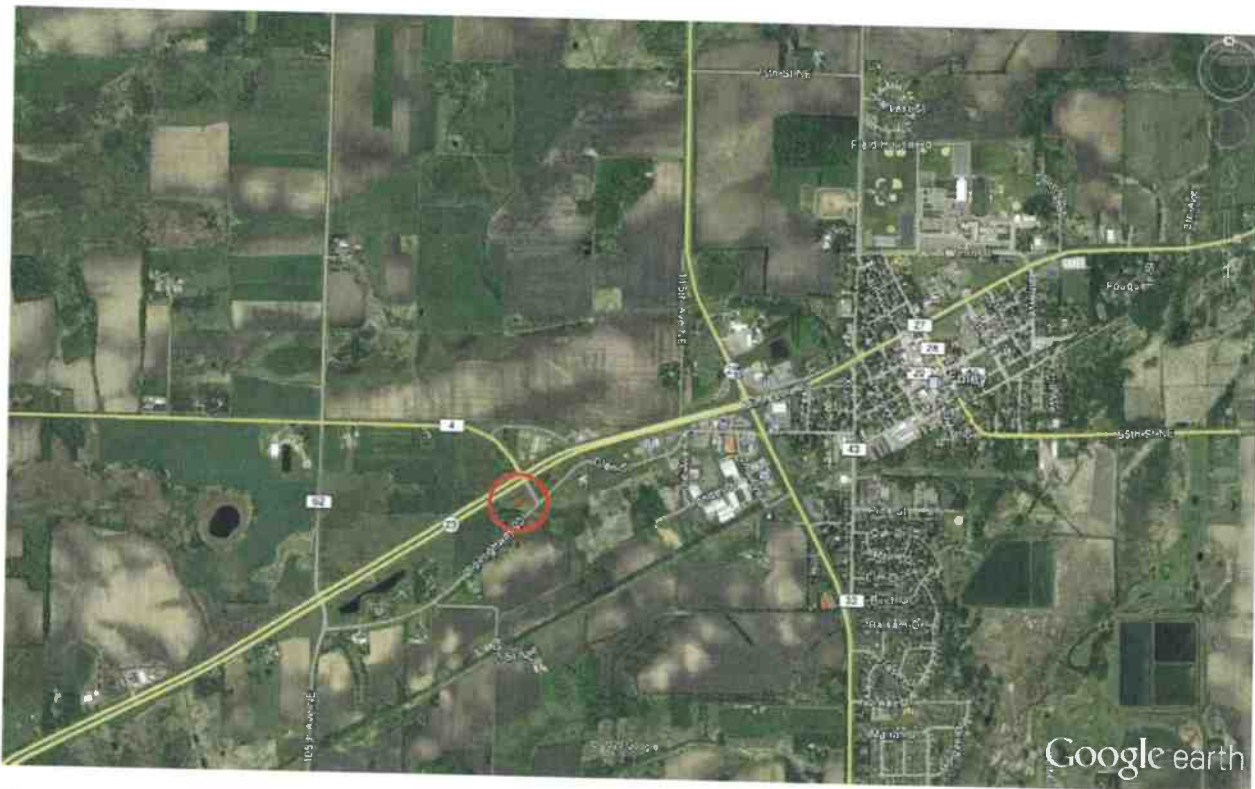


Sale # 139522:  
11099 Highway 23 N.E., Foley, Benton County, MN  
Containing approximately 3.14 acres

Minimum Bid Accepted: \$4,250.00

**INTERESTED BIDDERS**

- Inspect the property and inform yourselves of existing conditions
- Check with city and county officials for zoning and development limitations
- Refer to [http://www.dot.state.mn.us/row/pdfs/mndot\\_property\\_sales\\_faq.pdf](http://www.dot.state.mn.us/row/pdfs/mndot_property_sales_faq.pdf) for some answers to frequently asked questions.



**Site Description:** 3.14 acres of vacant, gently rolling land located in the southwest quadrant of the intersection of TH23 and County Road 4 in the city of Foley, MN.

**Improvements to site:** None

**Zoning:** Please contact city and county officials for this information

**Directions to Property for Inspections:** From Highway 25 in Foley, travel southwest on TH23 for just over ½ mile. The property is on the south side of TH23 at the intersection of TH23 and 111<sup>th</sup> Ave NE.



Sale # 139522  
Conveyance 2014-0066

TO BE SOLD BY SEALED BID  
June 22, 2021  
1500 County Road B2  
Roseville, MN 55113

**Conditions of Property:** Property is sold "AS IS". The Department of Transportation makes no representations or warranties regarding the condition or use of any property or its improvements including, but not limited to, the condition or habitability of ANY buildings, or the conditions of any wells, septic systems, soils, access, or any other items on site. Prospective bidders are encouraged to inspect the property, improvements, plat maps, easements, conditions of title, and encroachments in order to ensure knowledge of existing conditions. All property is sold subject to local zoning ordinances now or hereafter adopted by units of local government. Environmental Phase I information available upon request

**Well Information:** *The seller does not know of any wells on the property.*

**Access:** *Access is not allowed from new TH23 or County Road 4 to this parcel. Past discussions with Benton County concerning access from this parcel to Old TH23 was denied. Benton County's Development Director should be contacted to obtain access.*

**Utilities:** The Property is subject to the rights of existing utilities, if any, as provided in Minnesota Statutes §161.45 subd. 3.

**Questions on the bidding process, or terms and conditions of sale please contact:**

Land Sale Phone Line: 612-322-0387

Email: [LandSales.MN.DOT@state.mn.us](mailto:LandSales.MN.DOT@state.mn.us)

## Site Photo





Sale # 139522  
Conveyance 2014-0066

TO BE SOLD BY SEALED BID  
June 22, 2021  
1500 County Road B2  
Roseville, MN 55113

### BID FORM FOR SALE OF LAND

See attached sheets for the legal description and mapping of the land being advertised for sale.

The minimum bid that MnDOT will accept is \$4,250.00.

Sealed bids must be received in *Central Office – Rebecca Swenson, Property Conveyance Unit MS632, 395 John Ireland Blvd., St Paul, MN 55155-1800, not later than 1:45 PM, on June 22, 2021, at which time, bids will be publicly opened and read aloud.*

All bidders should inspect the property and inform themselves of existing conditions as well as check with city and county officials for zoning and development limitations. Purchaser agrees to pay all assessments (current or delinquent) taxes, closing costs and deferred installments of assessments, if any heretofore or hereafter levied again said real estate. State will pay deed tax only.

The seller does not know of any wells on the property. The State of Minnesota will not furnish an abstract of title to the above described real estate.

The Commissioner of Transportation reserves the right to reject any or all bids and to waive informalities therein. **Bids made in pencil will be rejected.**

After approval by the Minnesota Department of Transportation, conveyance will be made by quit claim deed to the highest responsible bidder upon full payment of the bid price, which amount must be paid within 45 days of acceptance of the bid.

Failure on the part of the successful bidder to pay the full sale price within 45 days after the acceptance of bid, shall be considered proof that the successful bidder has elected to abandon the purchase, and forfeit the bid security, not as a penalty, but in liquidation of damages sustained by the State of Minnesota as a result of such failure.

Bid security of 10% of the bid in the form of a CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER must accompany all bids. After the bid openings, the bid securities will be returned to all unsuccessful bidders.

ENCLOSED HEREWITH IS BID SECURITY IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER (CIRCLE ONE) PAYABLE TO "COMMISSIONER OF TRANSPORTATION" IN THE SUM OF \$ \_\_\_\_\_ WHICH IS 10% OF THE BID PRICE (Personal checks or cash will not be accepted and will cause the bid to be rejected.)

In response to the terms herein specified, the undersigned, if award is tendered, agrees to purchase the property on the attached description sheet at the bid price quoted below.

Amount of Bid \$ \_\_\_\_\_

Printed name and Signature of bidder \_\_\_\_\_

Date \_\_\_\_\_

Address of Bidder \_\_\_\_\_

E-Mail of Bidder \_\_\_\_\_

Phone Number \_\_\_\_\_

Bidders are notified to submit their bid(s) in a regular envelope. It must have in **BOLD** in the left lower corner "BID ENCLOSED" along with the bid number and bid opening date. The envelope should also contain a return address. Forms may be downloaded from <http://www.dot.state.mn.us/row/propsales.html>

**Enclose all the following in an envelope marked "BID ENCLOSED" along with the sale number and your return address**

- 1. This sheet, signed by the bidder with the amount of the bid**
- 2. Non-collusion affidavit, signed and notarized**
- 3. Bid security (certified check, cashier's check, or money order made payable to "Commissioner of Transportation"**







## Site Sketch





Sale # 139522  
Conveyance 2014-0066

TO BE SOLD BY SEALED BID  
June 22, 2021  
1500 County Road B2  
Roseville, MN 55113

## Legal Description

October 8, 2020  
2014-0066-0503

### DESCRIPTION FOR CONVEYANCE

Parcel 3      C.S. 0503 (23=23) 903

All of Tract A described below:

Tract A.      That part of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 34, Township 37 North, Range 29 West, Benton County, Minnesota, lying northerly and westerly of Trunk Highway No. 23 as located and established prior to January 1, 2010, described as follows: Beginning at Right of Way Boundary Corner B3514 as shown on Minnesota Department of Transportation Plat No. 05-36 as the same is on file and of record in the office of the County Recorder in and for said County; thence southerly on an azimuth of 180 degrees 53 minutes 46 seconds along the boundary of said plat for 223.90 feet to Right of Way Boundary Corner B19; thence on an azimuth of 90 degrees 20 minutes 37 seconds along the boundary of said plat for 274.01 feet; thence on an azimuth of 45 degrees 06 minutes 04 seconds along the boundary of said plat for 320.17 feet; thence on an azimuth of 328 degrees 43 minutes 20 seconds for 158.32 feet; thence on an azimuth of 283 degrees 41 minutes 09 seconds for 141.33 feet; thence on an azimuth of 238 degrees 38 minutes 58 seconds for 325.24 feet to Right of Way Boundary Corner B3514 and the point of beginning;

containing 3.14 acres, more or less;

Subject to the following restriction:

No access shall be permitted to Trunk Highway No. 23 from the lands herein conveyed.

For all MnDOT properties currently for sale by bid or over the counter please visit our website at <http://www.dot.state.mn.us/row/propsales.html>

**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 06-01-21 -COUNCIL MEETING  
**DATE:** MAY 28, 2021

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### **Consent Agenda**

I do not have a name yet for the seasonal, part-time office employee. I did interview this week and am still making a final hiring decision.

The SRO Agreement is on your consent agenda for approval. No changes were made to the agreement except updating the costs exhibit. The school is also looking to address this agreement in June. If the board requests any changes, I will bring that back to the council.

### **Liquor Licenses**

I have listed all the liquor licenses being requested this year. After the public hearing, council should move approval as presented contingent upon successful background as determined by the Police Chief. These licenses will then be forwarded on to the state for certification.

### **Tobacco Licenses**

Council can approve the list as presented by motion, contingent upon background check. There is not a public hearing needed for tobacco.

### **2020 Audit Report**

Schlenner & Wenner will be at the meeting to present the audit report. Overall things went very well and we had no material audit adjustments other than segregation of duties and financial statements preparation which we normally expect. We did discuss some items during the audit fieldwork such as segregation of duties and ensuring we are doing the best we can with financial controls. This is something we hope to improve upon with the addition of another staff member in 2022 as we transition our water/sewer billing cycles. Copies of the presentation and the reports are in your packet.

### **Purchase of PID 020049300 & 020050000 for Industrial Park Expansion**

Included in your packet are agreements which include a contract for deed, farm lease, option agreement and memorandum of purchase option. We will need to make some changes with legal descriptions because of the complication of this deal including a land split that still needs to occur. I will ask the council to approve the agreement presented with the condition that staff will work to get the updated final legal descriptions worked out in the final agreement.

### **Parking & Storage Ordinance**

A copy of the ordinance and comment by City Attorney is included in your packet.

### **Salt Shed Purchase**

Details are in your packet and will be discussed under the public works department report. The quote is a cooperative purchase (state bid) quote.

### **Sealcoat Proposals**

Two proposals are included in your packet for sealcoating on the south end. We do budget funds each year for street maintenance projects.

### **Garbage Contract Adjustment**

The garbage contract calls for a minimum increase of 4% each year plus any recycling charge adjustments. The new rates are in your packet. There is no need to approve this as the contract dictates the increase but we wanted to provide the info to you.

### **Housing Study**

Benton County is looking at doing a county-wide housing study. I did indicate the city is interested in this as we have discussed at prior meetings and it would be helpful information for us to have with our sewer expansion project moving forward. I will keep you posted on what is decided at the board level.

### **Update on purchase of PID 020051211**

We discussed this item at a prior closed session. Staff did come to agreement with the property owner on a price for us to purchase. We will ask council to approve that price at the meeting and we can move forward with a purchase agreement. This would be separate from the other contract for deed arrangement.

### **Closed Session – Bid for PID 020049900**

This property is MnDOT owned and going to bid in the coming weeks. Staff would like to discuss if there is interest in submitting a bid.

### **Upcoming Reminders:**

June 1, 2021 – EDA Meeting @ 4:45pm

June 1, 2021 – Joint Planning Board Meeting @ 6:30pm – Gilmanton Town Hall

June 14, 2021 – Planning Commission Meeting

July 13, 2021 – July Council Meeting – date moved back 1 week due to 4<sup>th</sup> holiday.