



**City Council – Meeting Agenda  
February 10, 2026 – 5:30 P.M. – Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
  - Approve minutes of January 6, 2026.
  - Approve updated MOU for police permanent part-time officer.
  - Approve hiring of Mitchell Patrick for permanent part-time officer position.
  - Adopt Resolution #2025-04 Adopting 2025 County Hazard Mitigation Plan.
  - Approve appointment of Tanya Robideaux for Foley Library Board.
  - Adopt Resolution #2025-05 Approving 2025 Transfers.
  - Adopt Resolution #2025-06 Authorizing Agreements for State of MN Housing Grant.
  - Adopt Resolution #2025-07 Accepting Donation.
  - Accept resignation of firefighters Jay Howard and Logan Lunde.
  - Approve disposal of fire equipment including obsolete turnout gear, nozzles, Air Pac equipment to Hand in Hand Logistics.
  - Adopt Resolution #2025-08 Supporting Arts Project Grant for Northern Hallow Winery
  - Approve payment of bills.
5. Mayor’s Comments & Open Forum
6. Public Hearing – Amend CUP for St. John’s Church for installation of sign.
  - Approve amendment to CUP allowing for new sign.
7. Nicole Hoium – Dispute winter parking violation.
8. Foley Wastewater Project Update – Jared Voge – Bolton & Menk
  - Consider approval of Birch Bond Decommissioning Plan/Quote.
9. Foley Legion – Update on Parking Lot
10. Southside Fairway Estates – Final Plat Approval
11. Department Reports:
  - Police Department –Katie McMillin
  - City Engineer – Jarod Griffith
    - Consider Adopting Resolution #2025-09 Supporting LMC Grant Application
    - Consider approval of 2027 PPL & IUP Application Engineering Services.
  - Public Works/Fire – Mark Pappenfus
    - Consider & Approve purchase of JD Mower (State Bid) for Parks Department.
  - Administration – Sarah Brunn
    - Select council reps (1-2) for county redevelopment committee.
    - Discussion on MN Housing infrastructure grant funding.



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12. Old Business

13. New Business

14. Closed Session – Discuss potential sale and asking price for City of Foley owned land – PID's 130066700, 130066800, 130066900 – in Foley Industrial Park.

15. Adjourn Regular Meeting

16. Council Workshop

- Letters to 2100 (Time Capsule) Discussion
- Virtual Council Conversation Session
- Police Staffing – Transition to Full-time
- PW Staffing
- Review of Council Goals/Priorities

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – January 6, 2026

The Foley City Council held its regular meeting at 5:30 p.m. on January 16, 2025, at Foley City Hall.

Members Present: Mayor Brandon Voit, Councilmembers Jeff Gondeck, Deb Mathiowetz, and Stephanie Lloyd.

Members Absent: Gary Swanson

Mayor Voit convened the meeting at 5:30 p.m.

The pledge of allegiance was recited.

Motion by Gondeck, seconded by Mathiowetz, to approve the agenda.

Motion carried, unanimous.

Motion by Gondeck, seconded by Lloyd, to approve the consent agenda.

- Approve minutes of December 16, 2025.
- Approve City of Foley Audit Proposal – Schlenner & Wenner.
- Adopt Resolution #2026-01 Accepting Donation.
- Adopt Resolution #2026-02 Accepting Donation.
- Accept resignation of Jordan Ramler, part-time police officer.
- Approve Initiative Foundation Grant for Disaster Preparedness & Recovery grant of \$4,313.52.
- Approve application for Minnesota City Participation Program (MCP) program.
- Approve appointment of fire department officers.
- Approve payment of bills.

Motion carried, unanimous.

**Mayor's Comments and Open Forum**

No one spoke.

**Wastewater Project Update**

Jared Voge, Bolton & Menk, gave an overview to the council and recommended approval of Pay Application #27 for \$144,693.92 for work completed through Dec. 29, 2025. Voge gave an update on the odor issue and the charges received from St. Cloud. 1% of the contract remains with punch list items on the St. Cloud end systems. Testing continues for chemical dosing.

Motion by Voit, seconded by Gondeck to approve Pay Application #27 for \$144,693.92.

Gondeck asked when the final completion would be. Voge said weather permitting June/July.

Motion carried, unanimous.

Voge stated the next step will be to decommission the Birch pond. Staff is meeting with the MPCA. Preliminary cost estimates might be eligible to tap the existing loan. The cost of the existing project is under budget of about \$500,000. The decommissioning is estimated at \$2.5 million. Questions and discussion followed. Voge will bring more updates to the council.

### **2026 Annual Appointments – Discussion and Approval**

Voit stated there are opportunity's for residents to be involved. Many appointments are still unfilled. Sarah Brunn, City Administrator, added that on the Library Board there is a member who is filling in temporarily until new member can be appointment. There are also a few openings on the Planning Commission. No openings on the Economic Development Authority (EDA) currently. Discussion and questions followed.

Motion by Gondeck, seconded by Mathiowetz, to approve the 2026 Annual Appointments as presented.

Motion carried, unanimous.

### **Department Reports**

#### **Police Department**

Chief Katie McMillin gave an overview of the annual stat report along with the monthly stat report. Compared to the previous year, all stats are trending upward. In December, DUI enforcement, domestics, animal complaints are all up. Parking tickets are down. Assisting other agencies is up. Coco with a cop was held on Dec. 19 with about 19 kids. The department is getting ready for the Bike Rodeo. Donation letters are going out. On the emergency management side, McMillin will attend the next council hazard mitigation resolution meeting to discuss the plan from the county.

#### **City Engineer**

Jarod Griffith, City Engineer, gave an overview to the council and recommended approval of Pay Application #7 from Kuechle Underground for \$27,655 for the Northside Street & Utility Improvements.

Motion by Voit, seconded by Gondeck to Pay Application #7 from Kuechle Underground for \$27,655.00.

Gondeck asked what the completion percentage was. Griffith said 94%.

Motion carried, unanimous.

#### **Public Works/Fire Departments**

Mark Pappenfus, Director of Public Works, gave an overview of the two quotes for the pool filter replacement originally dicussed back in August. He recommended going with the sand

filter system with Horizon for \$122,642.33. The original pool filter system was installed in the 1980s. Parts are no longer available for the current system. Pappenfus said the install for the new system was hoped to take place in the spring to be completed in time for the pool opening in June. Discussion and questions followed. Brunn stated that there were no plans to raise the pool rates this year. The next big project for the pool would be the replacement of the bowl. More discussion followed.

Motion by Voit, seconded by Mathiowetz, to approve the Horizon quote of \$122,642.33 for installation of the sand filter system.

Motion carried, unanimous.

### **Administration**

Brunn presented Ordinance #497 Parking Downtown. The amendment would only change the lot on the south end of downtown to allow 48-hour parking.

Motion by Voit, seconded by Lloyd, to approve Ordinance #497 – Parking Downtown.

Motion carried, unanimous.

Brunn asked for council direction on the February meeting. The caucus is Feb. 3 so the council meeting would need to be earlier than 5:30 p.m. or the meeting could be moved to Feb. 10. The council agreed to the Feb. 10 meeting and were okay were keeping the March 10 meeting.

Brunn also gave an overview of the PFA settlement. Staff submitted paperwork and data. The city has received, \$105,107 deposited into the water account to be used for infrastructure. Discussion and questions.

### **Old Business**

#### **Letters to 2100**

Mathiowetz presented her ideas for the time capsule including pictures, a list of completed projects, and possibly an event for the community. Discussion and questions followed. Voit recommended a workshop to discuss in more detail at the Feb. 10 meeting.

#### **New Business**

Discussion on police staffing. Voit expressed concern on losing another part-time officer. McMillin stated the department currently has 4 full-time officers and 5 part-time officers. It would be best to have 8 part-time officers which would include a permanent part-time officer. McMillin added that the schedule is filled until April. The best time to hire would be after May law enforcement graduations. She is waiting to hear back from the union to see if the department could move forward with the permanent part-time position. Discussion and questions followed.

Gondeck stated that with the money spent on training part-time officers the city could have hired another full-time officer a while ago. More discussion and questions. Voit stated that Public Works is also in need of additional staffing.

McMillin said that in the summer with the SRO available for patrol another full-time position would give the department 24/7 coverage.

Voit asked McMillin to put together what it would cost to add another full-time position to the budget vs. the resources spent for continued turn over for part-time positions. Brunn added that more part-time hiring is benefit eligible. The city will need to pay benefits whether part-time or full time. Brunn also stated the city has longevity with full-time employees, but it's hard for employees to use the time off they've earned due to scheduling. More discussion and questions. Gondeck added that more space is needed for the Police Department and for Public Works. The council can't keep putting the problem off to the future.

Discussion turned to virtual council conversations with the public. Voit said the council can discuss more at the February workshop.

Voit recessed the meeting at 6:24 p.m. for a closed session to conduct the City Administrator's performance review.

The performance review concluded at 7:08 p.m. with the council finding the City Administrator's performance to be satisfactory.

Motion by Gondeck, seconded by Lloyd, to approve increasing the administrator's vacation tier.

Motion carried, unanimous.

Motion by Lloyd, seconded by Gondeck, to adjourn.

Motion carried, unanimous.

Meeting adjourned 7:10 p.m.



\_\_\_\_\_  
Sarah A. Brunn, Administrator  
(Minutes By: Sara Judson Brown, Administrative Assistant)

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF FOLEY  
AND  
LAW ENFORCEMENT LABOR SERVICES REPRESENTING PATROL OFFICERS**

This Memorandum of Understanding ("**MOU**") is an agreement (hereinafter referred to as "**Agreement**") between the City of Foley (the "**Employer**") and Law Enforcement Labor Services Representing Patrol Officers (the "**Union**"). This Agreement shall set in writing the Employer's and Union's agreement to establish a new permanent part-time police officer position within the Foley Police Department ("**Employer's Police Department**").

**RECITALS**

**WHEREAS**, the Employer and the Union are parties to a Labor Agreement, valid from January 1, 2025 to December 31, 2027, which outlines the roles of various employment positions within the Employer's Police Department; and

**WHEREAS**, the Labor Agreement specifically defines what is considered a part-time employee and outlines various terms and conditions on benefits received by part-time employees; and

**WHEREAS**, the Employer's Police Department has a need for additional police officers on a part time basis that would go beyond the scope of what a part-time employee is defined as in the Labor Agreement; and

**WHEREAS**, the Employer and the Union have come to an agreement on the terms and conditions a new, permanent part-time police officer position within the Employer's Police Department; and

**WHEREAS**, the Employer and the Union wish to formalize the agreement in this written Agreement.

**NOW, THEREFORE**, the following shall represent the Employer and Union's Agreement and shall amend Article 3, Article 6, Article 8, Article 11 (additions shown in underline and deletions shown in strikethrough):

**AGREEMENT**

1. **Amending Article 3, Section 5 of the Labor Agreement.** Article 3, Section 5 of the Labor Agreement shall be amended to include a definition for the permanent part-time position. Article 3, Section 5 shall read:

**Regular employee:** An employee who is regularly scheduled for a set number of hours per week. However, nothing in this definition grants a regular employee a vested right to a defined number of hours or continued employment.

- A. **Regular full-time employee:** An employee who is regularly scheduled to work 40 hours per week.

- B. **Regular part-time employee:** An employee who is regularly scheduled to work at least 30 hours per week and less than 40 hours per week.
- C. **Permanent part-time employee:** An employee who works on average 20 hours per week.
2. **Amending Article 6 of the Labor Agreement.** Article 6 of the Labor Agreement shall be amended to including permanent part-time employees. Article 6 shall read:
- Section 7. Permanent part-time employees will not accrue sick or vacation time, nor will permanent part-time employees accrue seniority.
3. **Amending Article 7 of Labor Agreement.** Article 7 of the Labor Agreement shall be amended to included permanent part-time employees. Article 7 shall read:
- Section 4. Permanent part-time employee shall not be eligible for the group insurance provided by the City.
4. **Amending Article 8, Section 2 of the Labor Agreement.** Article 8, Section 2 of the Labor Agreement shall be amended to included regular and permanent part-time employees. Article 8, Section 2 shall read:
- Regular and permanent part-time employees. All employees hired into a regular and permanent part time position who are original hires, or rehires following separation, shall serve a probationary period of 1040 hours of active work (which does not include time spent on a leave of absence except as may be required by law and does not include overtime or unscheduled work).
5. **Amending Article 11, Section 4 of the Labor Agreement.** Article 11, Section 4 of the Labor Agreement shall be amended to include permanent part-time employees. Article 11, Section 4 shall read:
- Regular full-time and part-time employees, and permanent part-time employees, required to work on the actual holidays listed in Section 1 will receive time and one half of their regular rate of pay for all hours actually worked in addition to the holiday pay listed in Section 3 (for full time regular employees) or Article 6, Section 5 (for eligible part time employees) except for the day after Thanksgiving where only straight time will be paid.
6. **Effective Date.** The amendments outlined above shall be effective upon the execution of this Agreement by both parties.
7. **Successor Agreements.** It is the Employer's and Union's intention that these amendments to accommodate a permanent part-time police officer in the Employer's Police Department will be included in successor Labor Agreements.

The Employer and the Union have caused this Memorandum of Understanding to be executed by the duly authorized representatives on the dates indicated below.



CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2026-4

A RESOLUTION ADOPTING THE 2025 BENTON COUNTY  
HAZARD MITIGATION PLAN

WHEREAS, the City of Foley recognizes the threat of natural hazards to people and property within the City of Foley; and

WHEREAS, the City of Foley has participated in the development of the 2025 Benton County Hazard Mitigation Plan in accordance with Federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2025 Benton County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property within the City of Foley from the impacts of future hazards and disasters; and

WHEREAS, by adoption by the City of Foley demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Benton County Hazard Mitigation Plan,

WHEREAS, approval of the 2025 Benton County Hazard Mitigation Plan by the Federal Emergency Management Agency (FEMA) will make Benton County and participating jurisdictions eligible to apply for FEMA Hazard Mitigation Assistance grants; and

NOW THEREFORE BE IT RESOLVED that the City of Foley supports the hazard mitigation planning effort and wishes to adopt the 2025 Benton County Hazard Mitigation Plan.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 10th day of February 2026.

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Brandon Voit, Mayor

ATTEST:

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Sarah A. Brunn, City Administrator

**Application for Serving on City of Foley Boards and Commissions**



The City has a number of opportunities for residents to be involved. In addition to serving on the City Council, residents can serve on the Planning Commission, Economic Development, or the Housing Advisory Board. If you are interested in serving, please complete the following form and submit to City Hall.

Name: Tanya Robideaux  
Address: 125th St. NE Foley MN 56309  
Phone: [REDACTED]  
Email: TRobideaux@monarchmn.com

**Name of Committee/Board you are interested in serving:**

Foley Library

**What interests you about serving the citizens of Foley?**

As a mother, grandmother, + experienced Skilled Nursing Facility professional, I am driven by a strong sense of purpose in serving the citizens of my community. My family values + my work in long term care have inspired me to advocate for dignity + meaningful engagement for every individual I support.

**Please list any experience, skills or interests that you believe would be beneficial to the community and specific to the area you would like to serve.**

I value the role libraries play in serving people of all ages, backgrounds and abilities. My skills include collaboration, clear communication + thoughtful decision-making. I am especially interested in programs that support literacy, youth + family engagement, access to information + services.

Please Return to City Hall at 251 4<sup>th</sup> Ave N, Foley, MN, 56329 or email to [contactus@ci.foley.mn.us](mailto:contactus@ci.foley.mn.us)

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA  
RESOLUTION 2026 - 05

A RESOLUTION PROVIDING FOR TRANSFERS BETWEEN FUNDS

WHEREAS, in conjunction with closing the books for 2025, transfers need to be accomplished; and

WHEREAS, funds are proposed to be transferred to be incorporated into the equipment and streets funds as budgeted;

WHEREAS, funds are proposed to be transferred from enterprise funds to debt service funds as budgeted;

WHEREAS, funds are proposed to be transferred to provide an interfund loan to the fire department from the expendable trust fund;

NOW THEREFORE BE IT RESOLVED that the Foley City Council hereby approves the following transfer to be incorporated into the 2025 audit report.

1. Transfer \$147,500 from General Fund (Fund 100) to Equipment Fund (Fund 425).
2. Transfer \$100,000 from General Fund (Fund 100) to Streets Fund (Fund 410).
3. Transfer \$20,000 from Water Fund (Fund 601) to 2008 (2012) Refunding Bond Fund (Fund 208).
4. Transfer \$63,000 from Sewer Fund (Fund 602) to 2008 (2012) Refunding Bond (Fund 208).
5. Transfer \$10,000 from Water Fund (Fund 601) to 2015 Bond Fund (Fund 215).
6. Transfer \$10,000 from Sewer Fund (Fund 602) to 2015 Bond Fund (Fund 215).
7. Transfer \$38,000 from Water Fund (Fund 601) to 218 Bond Fund (Fund 218).
8. Transfer \$27,000 from Sewer Fund (Fund 602) to 2018 Bond Fund (Fund 218).

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 6<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Brandon Voit, Mayor

ATTEST:

\_\_\_\_\_  
Sarah A. Brunn, City Administrator

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2026-06

A RESOLUTION AUTHORIZING THE CITY OF FOLEY TO ENTER INTO  
AGREEMENTS WITH THE STATE OF MINNESOTA FOR A HOUSING GRANT  
PROGRAM

**WHEREAS**, the City of Foley desires to promote safe, decent, and affordable housing opportunities for residents of the community; and

**WHEREAS**, the State of Minnesota, through its designated agency, offers housing grant funding to assist local governments in supporting housing development, rehabilitation, or assistance programs; and

**WHEREAS**, the City of Foley is eligible to apply for and participate in such housing grant programs administered by the State of Minnesota; and

**WHEREAS**, participation in the housing grant program requires the execution of contracts, grant agreements, and related documents with the State of Minnesota; and

**WHEREAS**, the City Council finds that participation in the housing grant program is in the best interests of the City of Foley and its residents.

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

1. The City of Foley is hereby authorized to participate in the State of Minnesota housing grant program(s) for which it is eligible.
2. The Mayor and City Administrator/Clerk (or other designated city official) are hereby authorized and directed to execute any and all contracts, grant agreements, certifications, amendments, and related documents necessary to secure and administer housing grant funds from the State of Minnesota.
3. The City Administrator/Clerk is authorized to take all administrative actions necessary to carry out the intent of this resolution and to comply with all applicable state and program requirements.
4. This resolution shall be effective immediately upon its adoption.

Adopted by the council, this 10<sup>th</sup> day of February, 2026.

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Brandon Voit, Mayor

ATTEST:

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Sarah A. Brunn, Administrator

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2026-07

A RESOLUTION ACCEPTING DONATIONS FOR THE POLICE DEPARTMENT

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

WHEREAS, the United States Deputy Sheriff's Association has donated equipment for the Police Department; and

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

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

BE IT FURTHER RESOLVED that the City extends its sincere appreciation to the United States Deputy Sheriff's Association for their generous donations.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 10th day of February 2026.

\_\_\_\_\_  
Brandon Voit, Mayor

ATTEST:

\_\_\_\_\_  
Sarah A. Brunn, City Administrator

Foley Fire Department  
Chief Mark Pappenfus

I am writing this letter to inform that I, Jay Howard, will be moving out of the area and will no longer qualify to be a member of the Foley Fire Department. I thank the department and its members for the great opportunity to serve as a firefighter here. I am thankful for the great training and education opportunities provided by the department. My last day with the department will be Wednesday February 4th.

Very Respectfully  
Jay Howard

A handwritten signature in black ink, appearing to read "Jay Howard", written in a cursive style.

January 7th, 2026

Dear Chief Pappenfus & Foley Fire Department,

Please accept this letter as my resignation from my Firefighter position with the Foley Fire Department, effective February 7th, 2026.

Working and serving with this department and the members has been an unforgettable experience, I am thankful for the guidance and training I have received from my officers and other members.

With the short time I have been a part of this department, I am greatly appreciative to be given the opportunity to work with and help the same community I grew up in.

Thank you for everything you have done to help me get where I am today.

Sincerely,

Logan Lunde

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2026-08

A RESOLUTION OF SUPPORT FOR NORTHERN HALLOW WINERY'S APPLICATION  
TO THE CENTRAL MINNESOTA ARTS BOARD FOR AN ARTS PROJECT GRANT

WHEREAS, Northern Hallow Winery is a local arts- and culture-focused business located near the City of Foley that contributes to the creative economy and community vitality of the region; and

WHEREAS, Northern Hallow Winery intends to apply to the Central Minnesota Arts Board (CMAB) for an Arts Project Grant to support the planning and implementation of an Art Fest event to be held on August 8 and 9, 2026; and

WHEREAS, the proposed Art Fest is expected to feature visual arts, live music, artisan vendors, and other creative programming that promotes access to the arts, supports regional artists, and enhances quality of life for residents and visitors; and

WHEREAS, Northern Hallow Winery is located within the City of Foley's orderly annexation area and in close proximity to the City, such that the City benefits from the success of events held at the winery through increased visitation, tourism, and regional economic activity; and

WHEREAS, the City of Foley recognizes the value of arts and cultural events in fostering community engagement, tourism, economic development, and regional collaboration; and

WHEREAS, the proposed Art Fest aligns with the City of Foley's goals of supporting local businesses, encouraging cultural enrichment, and strengthening the community's identity as a welcoming place for creative endeavors; and

WHEREAS, the Central Minnesota Arts Board requires or encourages evidence of local support as part of its grant application process;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Minnesota, that the City hereby expresses its support for the Foley Area Chamber and Northern Hallow Winery and its application to the Central Minnesota Arts Board for an Arts Project Grant to conduct the Art Fest event on August 8 and 9, 2026.

BE IT FURTHER RESOLVED that this resolution does not obligate the City of Foley to provide financial assistance, but signifies the City's endorsement of the project's cultural and community benefits.

Adopted by the council, this 10<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
Brandon Voit, Mayor

ATTEST:

\_\_\_\_\_  
Sarah A. Brunn, Administrator

**BILLS LIST 2-10-2026**

Gross Salaries - Bi-Weekly & Semi-Annual	Payroll - 1/9/26	\$87,877.05
EFTPS	Federal Withholding	\$16,301.66
MN Dept of Revenue	State Withholding	\$2,389.87
State Treas. PERA	PERA	\$8,436.57
Nationwide	Deferred Comp	\$1,241.70
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$1,990.01
Gross Salaries	Payroll - 1/23/26	\$41,905.12
EFTPS	Federal Withholding	\$7,553.48
MN Dept of Revenue	State Withholding	\$1,533.41
State Treas. PERA	PERA	\$8,097.66
Nationwide	Deferred Comp	\$1,257.34
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$2,007.38
Law Enforcement Labor Services, Inc	Union Dues	\$219.00

**Already Paid 2/10/26**

BENTON COUNTY HIGHWAY DEPT	12/25 PD FUEL	\$1,076.21
CLOUDNET	1/26 SERVER FEE	\$10.00
FIRST NATIONAL BANK OF OMAHA	01/26 CC INVOICES	\$844.61
GOPHER STATE ONE CALL	10/25 & 12/25 LOCATE TICKETS	\$80.75
K&K TIRE & AUTO CENTER INC	PD AND PW VEHICLE MAINT	\$343.00
MARCO INC	01/26 COPIER LEASE	\$333.54
MN DNR ECO-WATER-RES	WATER PERMIT	\$332.24
SHIFT TECHNOLOGIES	07/25 AND 8/25 OFF SITE BACKUP	\$754.00
STAR PUBLICATIONS	01/26 PUBLICATIONS	\$445.45
SUN LIFE FINANCIAL	02/26 LTD INS	\$349.42
USABLE LIFE	02/26 LIFE INSURANCE	\$328.50
VERIZON	01/26 PD/PW/FE CELL PHONE	\$348.15
WEIDNERS PLBG & HTG CO	PD GARAGE HEATER MAINT	\$2,273.00
XCEL ENERGY	HWY 23 STREET LIGHTS	\$1,241.95
GROUP HEALTH	01/26 PD MEMBER & NON-MEMBER	\$22.50
REVTRAK INC	12/25 CC FEE'S	\$1,954.14
MN DEPT OF REVENUE	12/25 SALES & USE TAX	\$537.00

TOTAL \$192,264.71

**To Be Paid 2/10/26**

AMERICAN LEGION AUXILIARY UNIT 298	FFD ANNUAL BANQUET	\$1,307.72
AUTO VALUE	1603 VEHICLE MAINTENANCE/FD BUILDING MAINT/PW SHOP REPAIRS/SUPPLIES	\$510.54
AUTOMATIC SYSTEMS CO	WW MAIN LIFT STATION FIBER INSTALL	\$3,238.00
AVAYA CLOUD OFFICE	VOIP TELEPHONE	\$261.92
AVAYA LLC	NEW PHONE SYSTEM	\$47.71
BENTON COMMUNICATIONS	MAIN LIFT STATION TOWER SITE FIBER	\$129.90
BOLTON & MENK	WASTE WATER EXPANSION	\$116,210.00
BRAUN INTERTEC CORPORATION	SOUTHSIDE DEVELOPMENT	\$11,590.50
CINTAS CORPORATION	UNIFORMS	\$497.25
CITY OF ST. CLOUD	CMWEA MEMBERSHIP/DEC 25 - DEBT SERVICE CHARGE/WW PROJECT/TREATMENT	\$32,665.36
CLOUDNET	2/26 SERVER FEE	\$10.00
CM2 SUPPLY	FD MEDICAL SUPPLIES/O2	\$77.68
COLONIAL LIFE	1/26 ACCIDENT INS	\$160.58
EAST CENTRAL ENERGY	1/26 UTILITIES	\$1,859.85
ELECTRIC MOTOR SERVICE, INC.	1603 VEHICLE MAINTENANCE	\$192.65
EVOQUA WATER TECHNOLOGIES LLC	WW BIOXIDE FOR FORCEMAIN PUMPING	\$13,358.70
FERGUSON WATERWORKS #2518	WATER METER REPLACEMENT	\$1,028.78
FOLEY HARDWARE	PW MISC SHOP SUPPLIES/STORAGE SHED MAINT	\$184.02
GALLS, LLC	CODY'S UNIFORM	\$238.08
GALLS, LLC	CODY'S / KATIE'S UNIFORM	\$202.99
GOPHER STATE ONE CALL	1/26 LOCATE TICKETS/2026 ANNUAL FACILITY FEE	\$51.35
GRAINGER	WELLS HEATER THERMAL SWITCH	\$125.84
H & I ELECTRIC	STORAGE SHED HEATER WIRING	\$450.00
HACH COMPANY	WW ANALYSIS TESTING SUPPLIES	\$551.20
HANDYMANS	SHOP SUPPLIES	\$485.26
HAWKINS, INC.	WELL #5 CHEMICALS	\$414.76
HEALTHY EQUITY	02/26 H SA FEE	\$37.85
HENRY EMBROIDERY	FD APPAREL	\$153.00
JM TRUCK & TRACTOR REPAIR	0101/2101/9801 VEHICLE MAINT	\$16,363.00
K&K TIRE & AUTO CENTER INC	2025 DODGE DURANGO/BATTERY	\$370.29
KOTSMITH LUMBER	PW GREY STORAGE SHED	\$3,413.10
LEAGUE OF MN CITIES	ONLINE PATROL 2026	\$810.00
LITTLE FALLS MACHINE INC	2101 VEHICLE MAINTENANCE	\$1,220.75
MES SERVICE COMPANY, LLC	FD TURNOUT GEAR WASH SOAP	\$59.06
MIDCONTINENT COMMUNICATIONS	01/26 CITY UTILITIES PHONE	\$217.34
MIDSTATE AUTO SALES	FD UNIT #8 TRANSMISSION	\$2,230.43
MID-STATE ORGANIZED CRIME	MOCIC MEMBERSHIP	\$100.00
MN DEPT OF HEALTH	SOUTH FAIRWAY ESTATES - WATER EXTENSION PERMIT	\$150.00
MN DEPT OF LABOR & INDUSTRY	2025 QTR 4 PERMIT SURCHARGE	\$652.32
MN DEPT OF PUBLIC SAFETY	POOL HAZMAT FEE	\$100.00
MN POLLUTION CONTROL AGENCY	SOUTH FAIRWAY ESTATES - SEWER EXTENSION FEE	\$310.00
MN PUBLIC FACILITIES AUTHORITY	WW LOAN INTEREST MPFA-CWRF-L-001-FY23	\$135,884.77
MN RURAL WATER ASSOC	2026 MRWA CONFERENCE, MARK, ADAM, JESSE, BRYAN	\$1,225.00
NANCY SCOTT	1/26 INSP FEES	\$251.50
NORTH CENTRAL TRUCK EQUIPMENT	2026 POLICE DURANGO	\$14,289.78
NUSS TRUCK & EQUIPMENT	2101 VEHICLE MAINTENANCE	\$29.58
RDO EQUIPMENT CO	NEW PW CHIPPER	\$52,082.02

REVTRAK INC	01/26 CC FEES	\$2,067.62
RINKE-NOONAN	GENERAL LEGAL	\$522.50
RMB ENVIRONMENTAL LABORATORIES	MONTHLY WATER ANALYSIS/SC WWTP EFF SAMPLING/POND SAMPLING	\$648.84
SHIFT TECHNOLOGIES, INC	1/26 ANTISPAM - EMAIL, OFF SITE BACKUP, SENTINEL ONE/ANTIVIRUS /FD I.T.	\$782.00
SHORT ELLIOT HENDRICKSON, INC	2025 LEAD SERVICE/ NORTHSIDE IMPROV/2026 LEAD SERVICE/MONROE PLAT/SS FAIR	\$24,681.90
SILT SOCK INC - TIF	SILT SOCK - PRINCIPAL& INTEREST	\$51,883.59
STAPLES	FD OFFICE SUPPLIESOFFICE SUPPLIES	\$71.48
STAR PUBLICATIONS	01/26 PUBLICATIONS	\$124.66
TARGET SOLUTIONS LEARNING	FIRE TRAINING SOFTWARE	\$5,164.97
TRI-COUNTY HUMANE SOCIETY	4TH QTR ANIMAL SURRENDER	\$500.00
TRIMARK MARLINN, LLC	CLEANING SUPPLIES	\$355.10
VICTORY DOOR SYSTEMS, INC	MAINT SHOP GARAGE DOOR REPAIR	\$439.00
W.REEVES AND ASSOCIATES INC	FD EMERGENCY EQUIPMENT	\$100.00
WEX BANK	1/26 PW/FD FUEL	\$2,217.60
XCEL ENERGY	1/26 UTILITIES AND HWY 23 STREET LIGHTS ( 3/25-12/25)	\$10,208.78
TOTAL		\$707,833.18

## City of Foley Conditional Use Permit Application (CUP)

Street Location of Property: 621 Dewey Street  
 Legal Description of Property: See attached sheet  
 Current Zoning of Property: R-1 Proposed Zoning: R-1  
 Type of Request: Amendment to Conditional Use Permit  
 \*\*\* (Attach narrative describing details of project scope) \*\*\*

Property Owner: St Johns Catholic Church 320-968-7913  
Name Phone  
621 Dewey Street  
Address  
Foley, MN 56329 frmichaelwolfbauer@gmail.com  
Fax Email

Applicant: St Johns Catholic Church- Tom Mazacek 320-241-9591  
Name Phone  
621 Dewey Street  
Address  
Foley, MN 56329 tmazacek@yahoo.com  
Fax Email

Type of Request & Fee Amount:

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

<input type="checkbox"/> Preliminary Plat	\$500.00
<input type="checkbox"/> Final Plat	\$
<input type="checkbox"/> Annexation	\$400.00 +
<input type="checkbox"/> Site Plan Review/Other	
<b>Total Fees Paid</b>	<b>\$ 250.00</b>

Has a request been made previously on this property?  Yes  No Explain: Existing CUP

*This application must be completed in full, be typewritten or clearly printed, and must be accompanied by all information, supporting documents and plans as required by applicable City Ordinance provisions. A determination of completeness of the application shall be made within ten business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant.*

*This is to certify that I am making application for the described action by the City and that I am responsible for all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application. I have attached a copy of proof of ownership (either copy of Owner's Duplicate Certificate of Title, Abstract of Title or purchase agreement), or I am the authorized person to make this application and the fee owner has also signed this application.*

- Supporting Documents Attached
- Appropriate Fees Paid
- Review by City Staff
- Completed Application Accepted

Application Filed: \_\_\_\_\_  
 Date Fees Paid: \_\_\_\_\_  
 Staff Initials: \_\_\_\_\_  
 Date Application Accepted: \_\_\_\_\_

Tom Mazacek 01-14-26  
Signature of Applicant Date

Mr. Michael Wolfbauer 1-14-26  
Signature of Fee Owner Date

1. Legal Description of property:

Lots One (1), Two (2), Three (3) and Four (4) of Block Four (4) in Hall's Addition to the village of Foley, Minnesota, according to the plat and survey thereof of said addition and on file and of record in the Office of the Register of Deeds in Benton County.

Lot Five (5) Block Four (4) of Hall's Addition to the village of Foley, according to the plat and survey thereof on file and of record in the Office of the Register of Deeds in and for said County.

2. Narrative:

St Johns Catholic Church would like to install a decorative monument sign. See attached drawings for location and plans. We would like to change the CUP to up the sign square footage from 12 square feet to 21 square feet.

## City of Foley Conditional Use Permit Supplementary Application

*Please use this form to explain how your request for a conditional use permit meets the zoning requirements.*

(1) Not a Burden on Public Facilities

The new sign will not create any burden on existing parks, schools, streets, and other public facilities and utilities which serve or are proposed to serve the area.

(2) Compatible with Existing and Planned Adjacent Uses

The sign will be designed, constructed and maintained to be harmonious and appropriate with the existing vicinity and planned uses in the area.

(3) No Adverse Affect on Adjacent Properties

The sign will not have an appearance or impact that will adversely affect adjacent properties.

(4) Related to the Needs of the City

The use is reasonable related to the overall needs of the city and to existing land uses

(5) Consistent with the Comprehensive Plan

The proposed use is in compliance with the Land Use Plan and other portions of the Comprehensive plan adopted by the City through the use of the existing CUP

(6) Not a Traffic Hazard

The sign will not cause a traffic hazard or congestion. City staff members Mark Pappenfus and Sarah Brunn met on-site to help locate the sign to verify the sign will not be a traffic hazard. The sign will not adversely affect snow removal or site triangles.

(7) Adequate Parking and Loading

Not applicable- no parking or loading is changing due to the sign.

(8) Not detrimental to Health, Safety and Welfare

Location of sign will not adversely affect snow removal, site triangles, or public utilities.

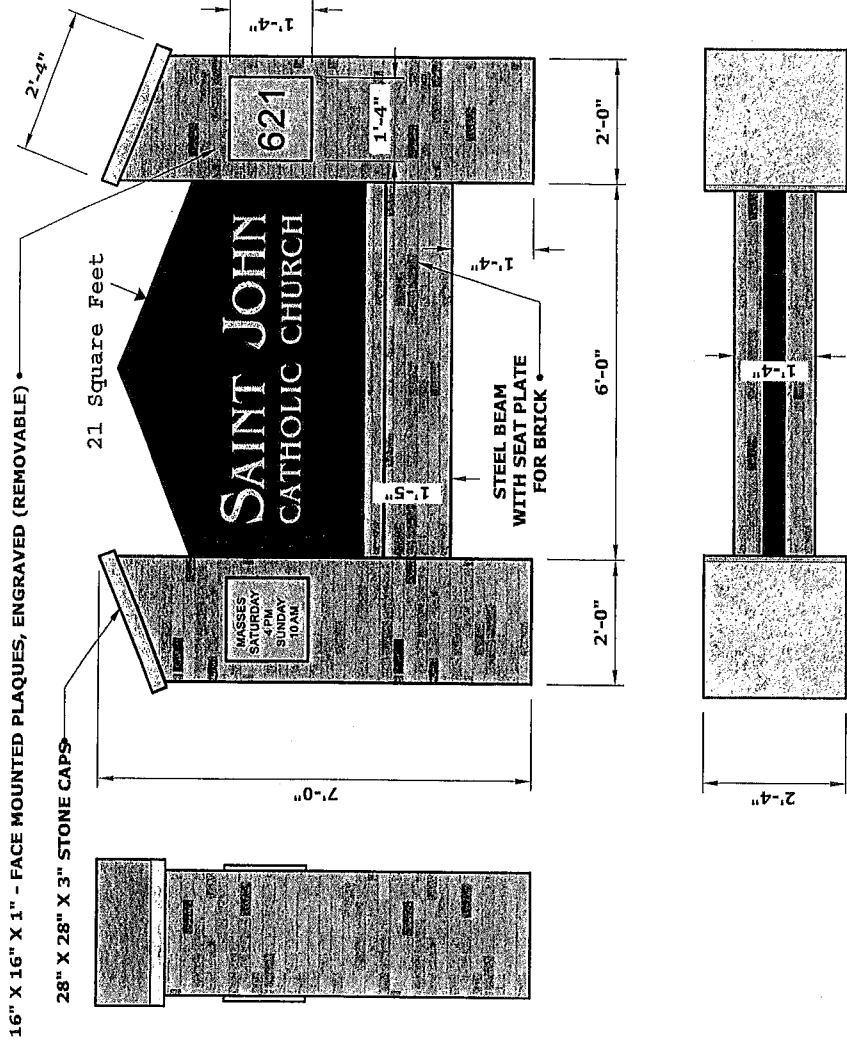
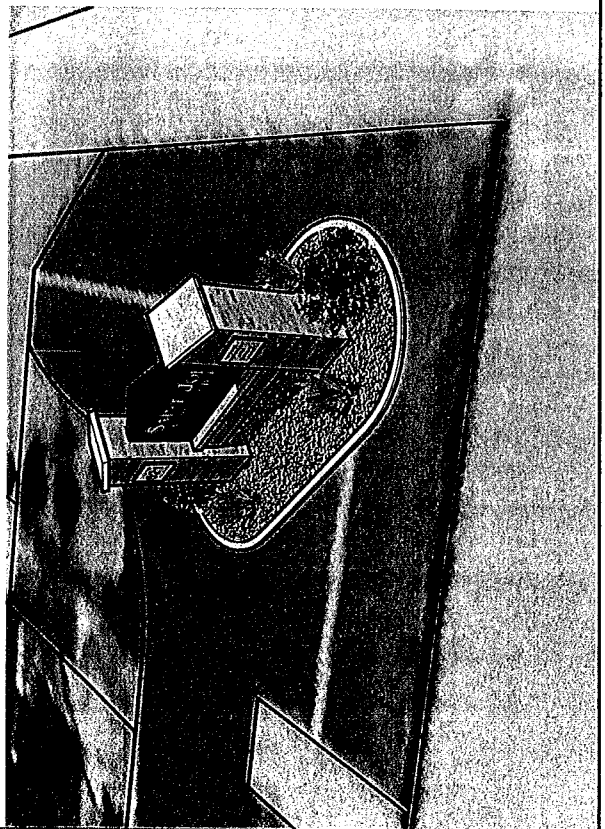
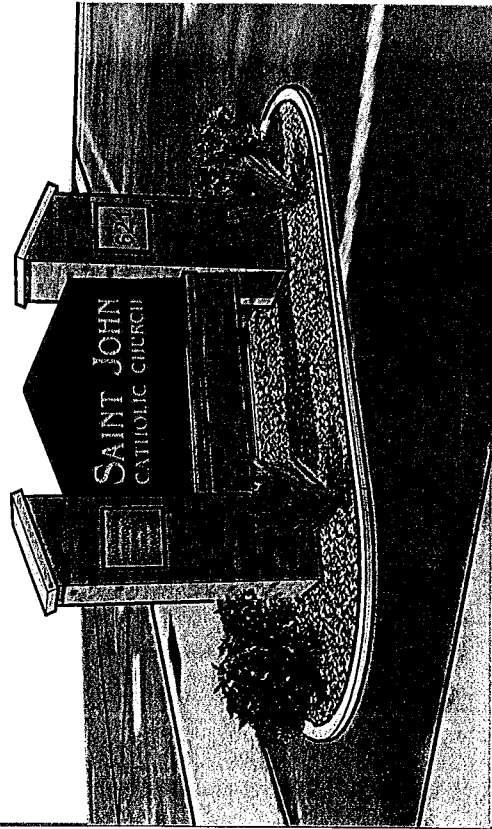
(9) Floodplain

Project site is not in an identified floodplain.



*A conditional use permit SHALL NOT be granted unless evidence is presented that satisfies the conditions above. Failure to adequately provide such information may result in a denial of your request for a conditional use permit. (Attach additional sheets if necessary.)*

# ST. JOHN CATHOLIC CHURCH SIGN

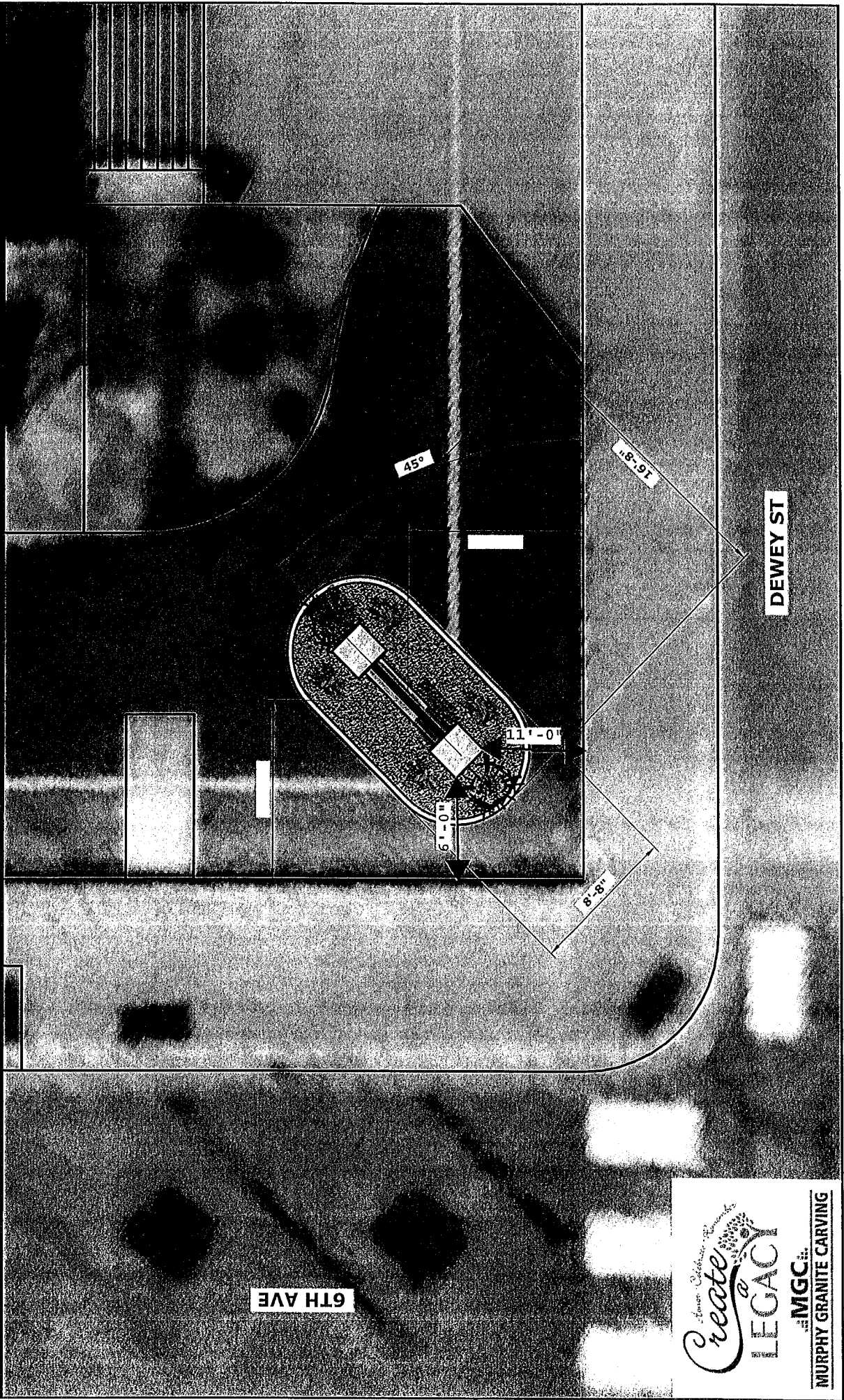


GRANITE SIGN: 6'-0" X 0'-4" X 4'-0" - ALL POLISH, 14" DROP, ROOF TOP DOWELED FOR PINS  
 COLOR: TRANQUILITY  
 ENGRAVING: U-SUNK WITH HIGHLIGHT (BOTH SIDES)  
 FACE PLAQUES: 16" X 16" X 1" - SANDED FINISH (MATCHING CAP STONES) ON BOTH SIDES



MGC  
 MURPHY GRANITE CARVING

ST. JOHN CATHOLIC CHURCH SIGN



6TH AVE

DEWEY ST

*Create a Legacy*  
LEGACY

MGC  
MURPHY GRANITE CARVING



# City of Foley

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251 4<sup>th</sup> Avenue North • P.O. Box 709  
Foley, Minnesota 56329  
(320) 968-7260 • Fax (320) 968-6325  
[www.ci.foley.mn.us](http://www.ci.foley.mn.us) • email: [contactus@ci.foley.mn.us](mailto:contactus@ci.foley.mn.us)

January 22, 2026

Dear Property Owner,

Enclosed you will find a Notice of Public Hearing scheduled for 5:30 p.m. on February 10, 2026 on the application of St. John's Catholic Church to amend an existing conditional use permit in order to install a sign.

You are receiving the enclosed Notice of Public Hearing according to the City of Foley Zoning Ordinance Section 22, whereby individual property owners within 350 feet of the property included in the request shall receive written notice of the public hearing's time, place and purpose for the opportunity to comment on the request.

If you have any questions concerning this notice, please contact the Foley City Hall, 968-7260 or at the email address in the header. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Sarah A. Brunn". The signature is written in a fluid, cursive style.

Sarah A. Brunn  
City Administrator

**NOTICE OF PUBLIC HEARING  
TO AMEND A CONDITIONAL USE PERMIT**

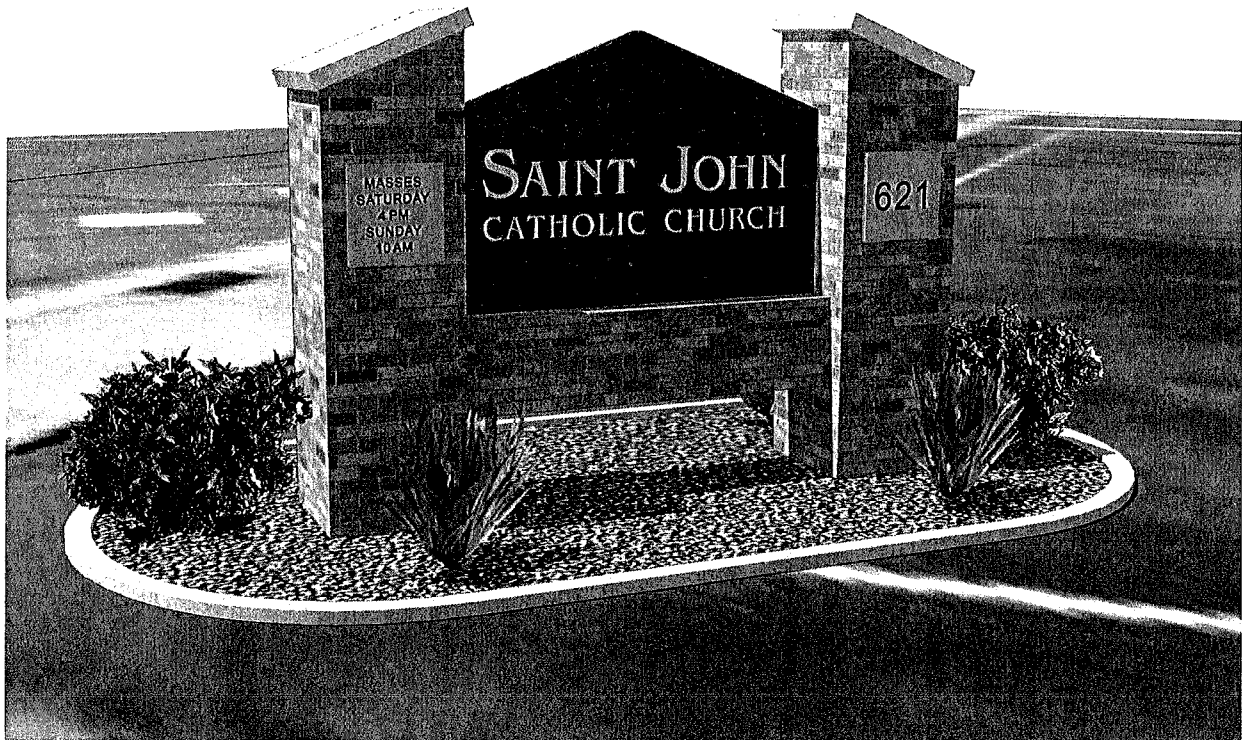
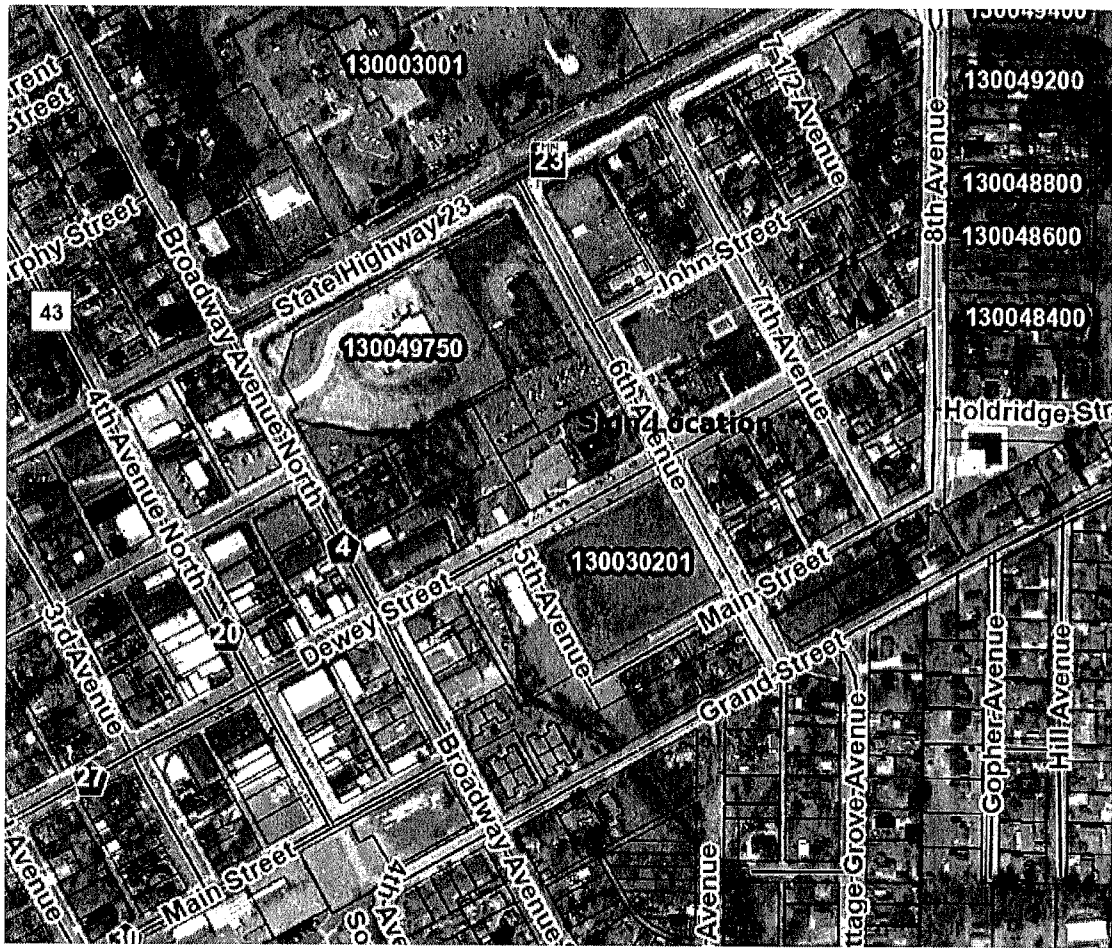
Notice is hereby given that on the 10<sup>th</sup> day of February, 2026 at approximately 5:30pm at the Foley City Hall, in the City of Foley, MN, pursuant to the City of Foley Zoning Ordinance, the City Council and the Planning Commission will hold a joint public hearing relating to the request of St. John's Catholic Church, to amend a conditional use permit to allow for the installation of a sign.

The property is described as: Lots One (1), Two (2), Three (3) and Four (4) of Block Four (4) in Hall's Addition to the village of Foley, Minnesota, according to the plat and survey thereof of said addition and on file and of record in the Offices of the Register of Deeds in Benton County.

Lot Five (5) Block Four (4) of Hall's Addition to the village of Foley, according to the plat and survey thereof in file and of record in the Office of the Register of Deeds in and for said County.

Anyone wishing to appear with reference to the above request will be heard at this meeting.

Sarah A. Brunn  
City Administrator



**From:** [Katie McMillin](#)  
**To:** [Sarah Brunn](#)  
**Subject:** Nicole Hoiium Parking Ticket  
**Date:** Wednesday, January 21, 2026 7:31:03 AM  
**Attachments:** [image001.png](#)

---

**1/14/26 0630 Hours :** Received email from Sarah Brunn with Voicemail from Nicole Hoiium.

**1/14/26 0708 Hours:** Called Nicole.

Explained the ordinance to her.

Told her it is posted on every street into town and it is posted on social media.

Told her it is also the responsibility of her daughter to tell her.

Nicole stated that her daughter just had a baby and no one was helping her.

Nicole stated that she tried calling earlier but no one answer. (Foley Police Department has not received any voicemails from Nicole prior to this one that was forwarded by Brunn.)

Nicole stated that she wanted to take this in front of a judge. Explained to Nicole that this is just a city parking ticket and that there is no judge.

Told Nicole Council is the only one who can waive the parking ticket. It has been their past practice of not waiving parking tickets.

Explained to her the next meeting is Feb 10th and she needed to call City Hall to get on the agenda.

She then demanded the police report. Explained to her the process on how to obtain a police report. She then demanded that the Officer. I told her this does not go to court, it is just in front of council and I am not going to call in an officer for a parking ticket. I did speak with Officer Kothman and he informed me that this vehicle was the only one parked on the street when he enforced the ordinance on 01-13-2026 at 0236 hours.

I advised Nicole that Officers ticket all vehicles parked on the street. I then advised her that her vehicle was the only one on the street at the time of enforcement on the day and time in question.

Nicole asked if the officer wears his body camera when issuing parking tickets. I advised her they do not.

Nicole then stated there were 3 other vehicles on the street that were not ticketed and she felt targeted. She stated she had ring camera footage from her daughter of the 3 other cars on the street at the same time to prove it.

I advised Nicole that if she brought me that video footage that showed the vehicles on the street on this date and time that hers was ticketed, I would wave it. She then stated that she will have to talk to her daughter.

Nicole stated that she wanted to bring it in front of council though for Foley Police are doing things

wrong.

I advised Nicole again if she has the video, to bring it to me to prove that there were other vehicles on the street in attempts to work with her. Nicole stated she will have to talk to her daughter.

Should be noted during the conversation with Nicole she would continue to talk over me when I attempted to explain to her our process.

Our case number is ICR# 26000173, issued on 1/13/26 at 0236 hours.

It should also be noted that on Tuesday, January 14, when Nicole called City Hall to get placed on the agenda, she informed them that she was not out there when the parking ticket was placed on the vehicle. Therefore, it is unknown if the vehicles that Nicole stated were gone when the officer did the enforcement or arrived after he went through.

The Foley Police Department receives requests a few times a month to waive parking tickets. We encourage Council not to waive this parking ticket, for it will be setting a precedent. For easy enforcement we request Council to stand behind the ordinances in place.

**1/20/26 1535 Hours:** Nicole came to City Hall to pay her parking ticket and to fill out a data request form for the incident report for the parking ticket.

I explained to Nicole that she would not have to pay since she is taking it to council and if she showed me the video that she stated she had of the other vehicles parked on the street at the exact same date and time she received her ticket, I would waive it.

Nicole stated no she is wanting to pay it for she did not want the payment to be late and she is taking this in front of council. I again attempted to explain to Nicole she would not have to pay for the parking ticket if she showed me the video and she can still go in front of council. Nicole still refused.

Nicole stated that she has talked with the neighbors and this officer has been harassing everyone on the street for he lives right down the road. I advised Nicole that I am the only Foley Officer who resides in Foley and I do not live near this street.

**\*\*It should also be noted that on the parking citation it only has their badge numbers. If she did talk to the neighbors the chances of them knowing which officer is which solely by the badge number is slim.**

Nicole then asked if Foley Officers take their squad cars home. I told her Foley Officers do not. I advised her again that NO Foley Officers reside by her daughter on Elm Dr.

Nicole then changed what she stated and said they must be visiting someone then. I advised Nicole that there is no one on that street they are stopping to visit with.

Nicole then completed the data request. Nicole did not know the address of the incident. Nicole stated that it is on the parking ticket. Advised Nicole I could fill that in for her. Nicole requested the report right away. I advised Nicole on the state law that I have 10 business days to respond to her request. I advised Nicole I usually get them turned around quicker than that though.

I advised Nicole that I will call her when I have the data request done and the fee amount then she can come and pick it up.

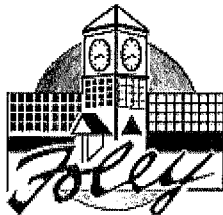
\*\*It should be noted I drove by 261 Elm Dr. I saw Nicole's truck in the driveway. There were no ring cameras or regular cameras on the house.

How winter parking enforcement is done:

Anytime after 2a.m.; when officers are able, they patrol on every public street in Foley. They issue parking citations to vehicles that are found on the street. They only go through once for enforcement. Cars may arrive and park on the street after the officer is done with their shift. A lot of people have all their cars parked in their driveway and inside their garage. They often have to move some out on the street before they go to work in the morning to get out and this is after the officer has done enforcement.

**Katie McMillin**  
**Chief of Police**

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



**City of Foley**  
**251 4<sup>th</sup> Avenue North**  
**P.O. Box 709**  
**Foley, MN 56329**  
[www.ci.foley.mn.us](http://www.ci.foley.mn.us)  
**320-968-0800 Office**



**BOLTON  
& MENK**

Real People. Real Solutions.

3300 Fernbrook Ln North  
Suite 300  
Plymouth, MN 55447

Phone: (763) 544-7129  
Bolton-Menk.com

January 5, 2026

Sarah Brunn, City Administrator  
251 4<sup>th</sup> Ave N.  
PO Box 709  
Foley, MN 56329  
[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)

RE: City of Foley, Minnesota  
Wastewater Treatment Improvements - Birch Pond Decommissioning  
NPDES/SDS Permit No. MN0023451

Dear Sarah:

Decommissioning of the Birch Pond system is required by the NPDES/SDS upon completion of the lift station and forcemain project. Decommissioning activities include preparation of a Decommissioning Plan, biosolids characterization, removal of solids and site grading.

### Project Scope

A Decommissioning Plan was submitted to the Minnesota Pollution Control Agency (MPCA) in December 2024 with a timeline for completion in the summer/fall of 2026, prior to permit expiration on January 31, 2027. Milestone tasks outlined in the Plan are summarized below.

Task	Current Status / Alternate Schedule
Redirect Birch Ponds Influent Flow to Golf Ponds	Complete
Initiate Golf Ponds Discharge to the City of St. Cloud	Complete
Abandon/Remove Outfall 002 - Golf Ponds	Summer 2026
Conduct a Secondary Pond Preliminary Biosolids Assessment	Complete
Conduct Pre-Discharge Birch Ponds Water Sampling (by City)	Spring 2026
Discharge Birch Ponds via Outfall 001 to Stoney Creek (by City)	Spring 2026
<b>Bid/Award Birch Ponds Decommissioning Project</b>	<b>Spring/Summer 2026</b>
Work, Dewater, and Stockpile Biosolids within Pond Dikes	Summer 2026
Abandon/Remove Outfall 001 - Birch Ponds	Summer 2026
Sample Stockpiled Material and Prepare Final Biosolids Assessment	Summer 2026
Conduct MPCA Site Inspection	Summer 2026
Grade Site for Drainage and Future Use	Summer/Fall 2026
Spread Stockpiled Biosolids (Birch Ponds Site Reclamation)	Summer/Fall 2026
Establishment of Cover Crop	Summer/Fall 2026
Expiration of NPDES/SDS Permit	January 31, 2027

Name: Sarah Brunn, City Administrator

Date: January 5, 2026

Page: 2

Decommissioning requires dewatering and removal of biosolids from the primary and secondary Birch Ponds, stockpiling, sampling, removal of structures and outfall, site grading to drain, and application of biosolids at approved rates. The Decommissioning Plan is based on application of biosolids and cover crop establishment to the pond site in accordance with site reclamation guidelines.

Engineering services associated with decommissioning activities include preparation of Contract Documents, project bidding, on-site construction services throughout the decommissioning process. Additional services include coordination with the MPCA and Minnesota Public Facilities Authority (PFA) as the PFA project budget does not include decommissioning expenses and application for NPDES/SDS permit modifications, due to MPCA by July 5, 2026.

### Project Schedule and Fee

Bolton & Menk expects the work above to take approximately 1,300 hours with an associated not to exceed fee of \$225,000. In good faith and an effort to make the city whole with regard to Foley Wastewater Project, Bolton & Menk proposes a \$30,000 discount. With approval of the council, an hourly not to exceed fee of \$195,000 for engineering design, bidding, and construction services associated with Birch Pond Decommissioning and permit compliance. Completion of the work described above is scheduled for plan and specification submission to MPCA by March 1, 2026, project bidding in April 2026, and final completion in November 2026.

Please contact Paul Saffert with questions and we look forward to working with the City of Foley on this project.

Respectively Submitted,

**Bolton & Menk, Inc.**

Signed: \_\_\_\_\_

Name: Paul Saffert, PE

Title: Senior Principal Engineer

**Accepted and Agreed to:**

**City of Foley, Minnesota**

Signed: \_\_\_\_\_

Name:

Title:

Enclosures

2026 Fee Schedule

Terms and Conditions

**Terms of Proposal – Foley, MN Birch Pond Decommissioning  
Bolton & Menk, Inc.**

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope of Proposal.

**A. Services:** BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

**B. Information from Client:** Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in the services.

**C. Access to Site:** Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

**D. Standard of Care:** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

**E. Certifications:** Any certification provided by BMI is a professional opinion based upon knowledge, information, and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

**F. Utilities:** Unless otherwise explicitly stated in the

proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

**G. Project Approval:** Due to site limitations, code interpretation, regulatory reviews, political considerations, and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

**H. Opinions or Estimates of Project Costs:** Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

**I. Construction Phase Services:** Client is notified that BMI shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

**J. Ownership and Alteration of Documents:** All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI.

Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

**K. Billings and Payments:** Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

**L. Late Payments:** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

**M. Waiver:** To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers, and subcontractors, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or any way related to this Agreement, from any cause or causes. Client waives claims against BMI individual employees and agrees any claim, demand or suit shall be asserted only against the BMI corporate entity.

**N. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**O. Certificates of Insurance:** BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

**P. Dispute Resolution:** Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

**Q. Agreement:** If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

**R. Termination of Services:** The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder; or, by BMI if the presence of an unknown or undisclosed federally, state or locally regulated hazardous material is encountered. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**S. Withdrawal of Proposal:** This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.

**T. LIEN RIGHTS:** Pursuant to the representations by the CLIENT in this Agreement and improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT. In accordance with Minnesota law, the CLIENT and PROJECT PROPERTY OWNER are hereby advised:

“(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.”



# City of Foley

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

December 30, 2025

American Legion Post 298  
Attn: Duane Walters, Commander  
P.O. Box 91  
Foley, MN 56329

Dear Mr. Walters,

Upon inspection, the Foley American Legion, is currently utilizing a vacant lot for parking for their establishment located at 131 4<sup>th</sup> Avenue N. This vacant lot does not meet the requirements of City of Foley Zoning Ordinance Section 7, Subdivision 3, which requires all off-street parking plans be hard surfaced and approved by the Foley City Council. This item was brought up at a council meeting on December 16<sup>th</sup> and the council directed staff to send this letter.

To prevent further action, the council requests a meeting with representatives in order to discuss how this lot will be brought into compliance.

Please contact City Hall within 10 days of the date of this letter to discuss meeting options. I can be reached directly @ 320-968-7716 or [sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us). Thank you for your prompt attention to this matter.

Sincerely,

Sarah A. Brunn  
City Administrator

# City of Foley Subdivision Development Plat Review Application

Street Location of Property: County Road 51 (55th Street)

Legal Description of Property: See attached

Current Zoning of Property: A-1 Proposed Zoning: R-1

Type of Request: Preliminary Plat - 17 new lots as part of Phase 1 of new subdivision (City owned)  
**\*\*\* (Attach narrative describing details of project scope) \*\*\***

Property Owner: City of Foley  
Name  
251 4th Avenue N, PO Box 709  
Address  
Foley, MN 56329

320-968-7260  
Phone  
320-968-6325  
Fax  
sbrunn@ci.foley.mn.us  
Email

Applicant: City of Foley  
Name  
251 4th Avenue N, PO Box 709  
Address  
Foley, MN 56329

320-968-7260  
Phone  
320-968-6325  
Fax  
sbrunn@ci.foley.mn.us  
Email

**Type of Request & Fee Amount:**

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

<input checked="" type="checkbox"/> Preliminary Plat	\$500.00	
<input checked="" type="checkbox"/> Final Plat	\$	
<input type="checkbox"/> Annexation	\$400.00 +	
<input type="checkbox"/> Site Plan Review/Other		
<b>Total Fees Paid</b>		<b>\$</b>

Has a request been made previously on this property?  Yes  No Explain: \_\_\_\_\_

**This application must be completed in full, be typewritten or clearly printed, and must be accompanied by all information, supporting documents and plans as required by applicable City Ordinance provisions. A determination of completeness of the application shall be made within ten business days of the application submittal. A written notice of application deficiencies shall be mailed to the applicant.**

*This is to certify that I am making application for the described action by the City and that I am responsible for all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application. I have attached a copy of proof of ownership (either copy of Owner's Duplicate Certificate of Title, Abstract of Title or purchase agreement), or I am the authorized person to make this application and the fee owner has also signed this application.*

- Supporting Documents Attached
- Appropriate Fees Paid
- Review by City Staff
- Completed Application Accepted

Application Filed: 10/27/25 Updated 1/23/26  
Date Fees Paid: N/A  
Staff Initials: SB  
Date Application Accepted: 10/27/25

Sarah A Brunn  
Signature of Applicant Date

Sarah A Brunn  
Signature of Fee Owner Date



Building a Better World  
for All of Us®

# MEMORANDUM

TO: City of Foley

FROM: Trent Imdieke, PE (Lic. MN, NC, ND)

DATE: January 22, 2026

RE: Final Drainage Analysis - 2026 South Fairway Estates Development  
SEH No. FOLEY 187473 14.00

## Introduction

The following memo details the stormwater design for the 2026 Southside Development Project in Foley, Minnesota.

- Project Location: Northwest of 55<sup>th</sup> St NE/130<sup>th</sup> Ave NE intersection in Foley, Minnesota
- Project Description: Construct new single family residential housing development including roadway, lot grading, stormwater treatment, and utilities.
- Client: City of Foley
- Stormwater design includes Phase 1 and Phase 2.

## **Stormwater Treatment:**

Stormwater treatment for the project has been designed to meet or exceed all requirements of the MPCA Construction Stormwater Permit, NPDES Permit, and City of Foley Ordinance. Table 1 summarizes the amount of impervious surface area on the project and the required water quality volume (WQV). Table 2 summarizes the dead storage requirements for the ponds.

*Table 1 Water Quality Volume (WQV) Summary*

Added Impervious Surface Area (Ac)	6.157
Required WQV (AF)	0.51
Provided WQV (AF)	1.50

*Table 2 Dead storage volume summary*

	DA (Ac)	Req Dead Storage (AF)	Pro Dead Storage (AF)
Pond 1	4.85	0.20	1.31
Pond 2	4.15	0.17	1.60

The project needs fill for grading so the ponds are significantly oversized to generate fill.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action—Equal Opportunity Employer

**Rate Control:**

The stormwater ponds have been designed so that the post-project condition discharge rates do not exceed the pre-project condition discharge rates for the 2-, 10-, and 100-year storm events. These discharge rates are summarized in Table 3. Additional details are available in the attached appendices.

*Table 3 Peak discharge rates*

	Peak Discharge (cfs)		
	2-yr	10-yr	100-yr
Existing Discharge	2.45	9.42	29.36
Proposed Discharge	2.37	4.49	24.09

**Roadway Drainage:**

Storm sewer and catch basins will drain the roadway. Efforts have been made to keep the storm sewer inverts and rim elevations as low as possible to reduce the amount of offsite fill needed to complete the site grading. The storm sewer design in the attached final plans. Storm sewer pipe sizing is also included as an attachment to this file.

TFI

Attachments

- 01 – Exhibit 1 Existing Drainage Areas
- 02 – Exhibit 2 Proposed Drainage Areas
- 03 – Existing Hydrocad Report
- 04 – Proposed Hydrocad Report
- 05 – Storm Sewer Pipe Sizing
- 06 – South Fairway Estates Final Plans

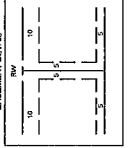
c: Kari Franklin- SEH  
Jarod Griffith- SEH

# SOUTH FAIRWAY ESTATES

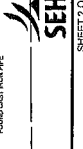
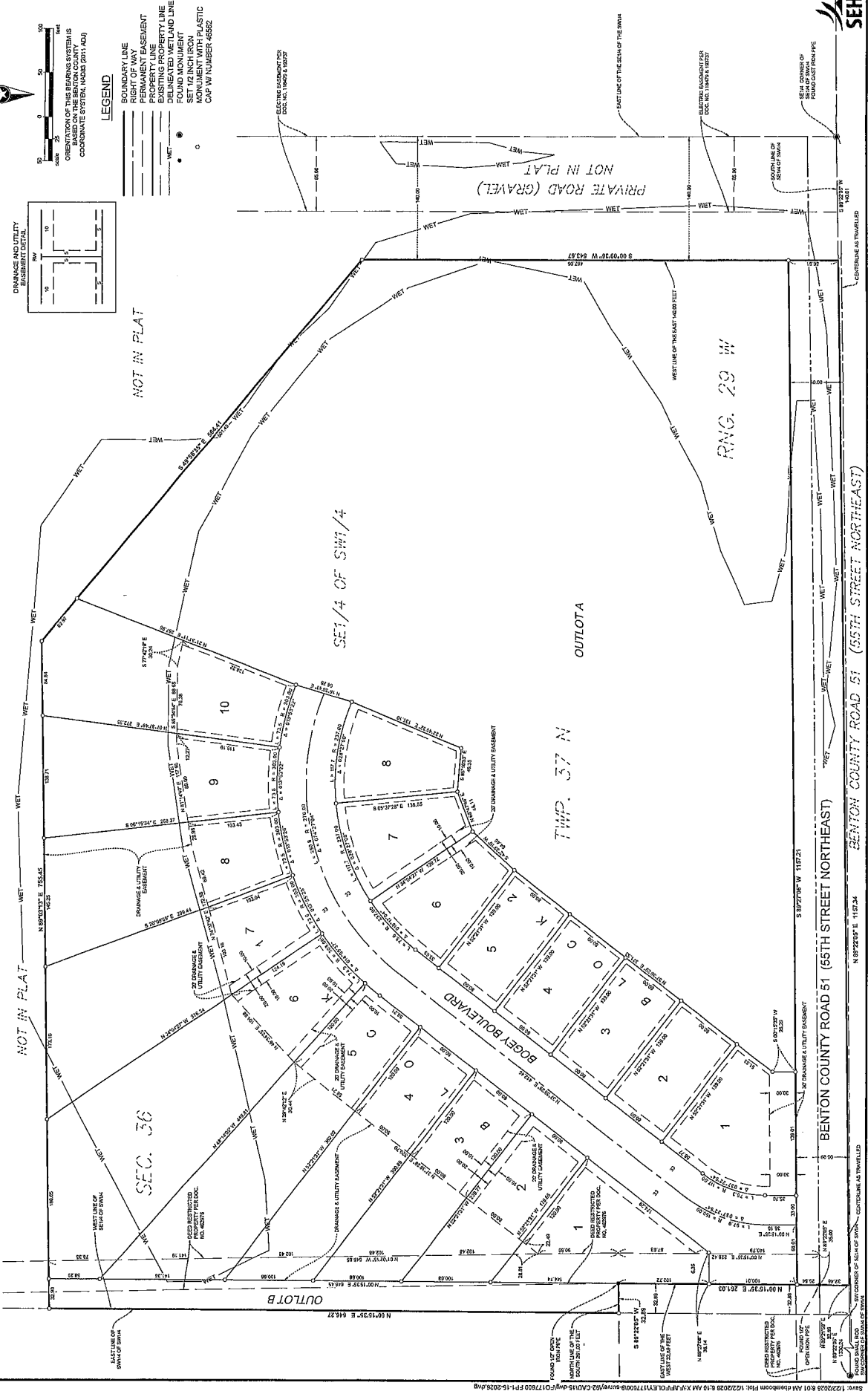


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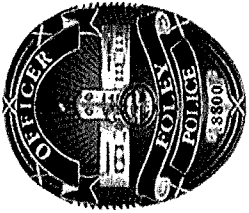
- LEGEND**
- BOUNDARY LINE
  - RIGHT OF WAY
  - PERMANENT EASEMENT
  - PROPERTY LINE
  - EXISTING PROPERTY LINE
  - EXISTING PROPERTY LINE AND LINE FOUND MONUMENT
  - FOUND MONUMENT
  - SET 1/2 INCH IRON MONUMENT WITH PLASTIC CAP W/ NUMBER 4552



NOT IN PLAT

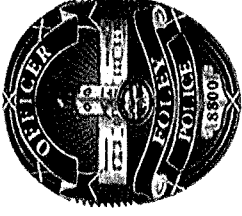






# Foley Police Department

## Call Summary Report - 2026 -



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	23												
Equipment Vio.	106												
Speed	29												
DWI/DUI	0												
DAR/S/C	2												
# Citations Issued	*7												
Accidents	6												
Hit and Run	0												
Thefts	3												
Child	7												
Controlled Substance	0												
Suspicious Activity	42												
Burglaries/Robbery	1												
Medicals/Welfare	27												
Assaults/Domestics	6												
Harassment	6												
CDP/Vandalism	1												
Animal Complaints	3												
City Ordinance	15												
Parking Tickets	18												
Disturbing the Peace	6												
Gun Permits	4												
Warrant Arrests	2												
Civil	6												
Lockout	3												
Assist other Agencies	14												
Special Events	2												
Misc.	81												
TZD Hours	0 HRS												
Total:	413												

Misc Includes: Alarms, Extra Patrols, House watches, Matter of Info, Records Checks, etc.

CITY OF FOLEY  
COUNTY OF BENTON  
STATE OF MINNESOTA

RESOLUTION 2026-10

A RESOLUTION AUTHORIZING APPLICATION FOR GRANT NAVIGATION SUPPORT FOR THE  
CITY OF FOLEY, MINNESOTA

**WHEREAS**, the League of Minnesota Cities (“LMC”) has created a pilot Grants Navigation Program (“Program”) in which LMC will provide grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects.

**WHEREAS**, the Program is limited to providing services to help obtain grant funding for one project per city; and

**WHEREAS**, the Program is limited to providing support in obtaining grant funding, and LMC does not provide funds to implement projects; and

**WHEREAS**, the City of Foley (“City”) wishes to apply to the Program for support in finding grant funding for lead service line replacement (“Project”); and

**WHEREAS**, the City recognizes that, if approved, any funds received through the Program must be used in a manner consistent with the conditions above as well as all other conditions or limitations of the Program.

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

1. The City names Sarah Brunn, City Administrator, as its fiscal agent (“Fiscal Agent”) for the purposes of applying to the Program on behalf of the City.
2. The City authorizes the Fiscal Agent to act on its behalf when communicating with LMC in all matters related to the Program application for the Project.
3. If the City is awarded a grant under the Program, it agrees to use the funds to engage with industry partners who will aid in the grant matching and application process consistent with the terms and conditions of the Program.
4. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Program.
5. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then periodically until after project completion consistent with the terms and conditions of the Program.

Passed by the City Council of Foley, Minnesota this 10<sup>th</sup> day of February, 2026.

---

Brandon Voit  
Mayor

ATTEST:

---

Sarah Brunn  
City Administrator

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated February 2, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2027 PPL and IUP Applications**.

**Client's Authorized Representative:** Sarah Brunn  
**Address:** PO Box 709, Foley, Minnesota 56329  
**Telephone:** 320.968.7260 **Email:** sbrunn@ci.foley.mn.us

**Project Manager:** Jarod Griffith  
**Address:** 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377  
**Telephone:** 320.229.4304 **Email:** jgriffith@sehinc.com

**Scope:** The Services to be provided by Consultant:

Our services will consist of professional services related to preparation and submission of 2027 PPL and IUP Applications to the Minnesota Public Facilities Authority (MPFA) in connection with the proposed replacement of up to 23 lead water service lines (LSLR) in Foley.

**Schedule:**

The applications will be completed in time to meet the March 13, 2026 PPL and June 5, 2026 IUP submission deadlines.

**Payment:**

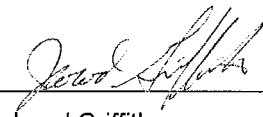
The lump sum fee is \$5,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, shall be compensated in accordance with our normal hourly rates.

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

**Short Elliott Hendrickson Inc.**

**City of Foley**

By:   
Full Name: Jarod Griffith  
Title: Project Manager

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Exhibit A-2**

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

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

#### **A. Lump Sum Basis Option**

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

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

#### **B. Expenses Not Included in the Lump Sum**

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

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

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

**From:** [Mark Pappenfus](#)  
**To:** [Sarah Brunn](#)  
**Subject:** JD 1570 Quote  
**Date:** Tuesday, February 3, 2026 10:24:16 AM  
**Attachments:** [image001.png](#)  
[CITY OF FOLEY UPDATED.pdf](#)  
[image004.png](#)

---

Sarah,

Attached is a quote for the purchase of a new Park Lawn Mower for City of Foley. It is a John Deere 1570 Commercial Front Mower from Midwest Machinery Co. in the amount of \$36,076.46. We had \$40,000 budgeted in the 2025 Park Equipment CIP but are waiting to purchase the mower this Spring as the warranty begins when we take delivery. This is being purchased through State of MN Contract pricing.

Any questions from anyone, let me know.

Thanks, Mark

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



**From:** Gregg Roelike <[groelike@mmcj.com](mailto:groelike@mmcj.com)>  
**Sent:** Wednesday, January 28, 2026 1:01 PM  
**To:** Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>  
**Subject:** RE: 1570 Quote

Mark, I had to updated it with the current dates. Attached is the updated quote.

Thanks,

**Gregg Roelike**  
**Sales Manager**

---

[groelike@mmcj.com](mailto:groelike@mmcj.com)

o: (320) 252-2010

1035 35<sup>th</sup> Ave NE, Sauk Rapids, MN 56379





**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

- Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

**For any questions, please contact:**

**GREGG ROELIKE**

Midwest Machinery Co. 1035 35th Ave Ne  
Sauk Rapids, MN 56379

Tel: 320-252-2010

Fax: 320-252-1933

Email: [groelike@mmcj.com](mailto:groelike@mmcj.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 33624719

---

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

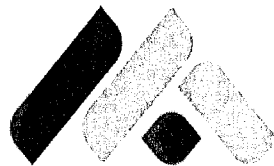
**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Midwest Machinery Co.  
1035 35th Ave Ne  
Sauk Rapids, MN 56379  
320-252-2010  
sales@mmcjd.com

---

Prepared For:

**MARK PAPPENFUS  
CITY OF FOLEY**



**MIDWEST  
MACHINERY CO**

**Proposal For:  
MARK PAPPENFUS**

**Delivering Dealer:**  
GREGG ROELIKE

Midwest Machinery Co.  
1035 35th Ave Ne  
Sauk Rapids, MN 56379

320-252-2010  
sales@mmcjd.com

**Quote Prepared By:**  
GREGG ROELIKE  
groelike@mmcjd.com

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
 Midwest Machinery Co.  
 1035 35th Ave Ne  
 Sauk Rapids, MN 56379  
 320-252-2010  
 sales@mmcj.com

### Quote Summary

**Prepared For:**

MARK PAPPENFUS  
 CITY OF FOLEY  
 MARK PAPPENFUS  
 321 4TH AVE N  
 FOLEY, MN 56329  
 Mobile: 320-290-9186  
 MPAPPENFUS@CI.FOLEY.MN.US

**Delivering Dealer:**

Midwest Machinery Co.  
 GREGG ROELIKE  
 1035 35th Ave Ne  
 Sauk Rapids, MN 56379  
 Phone: 320-252-2010  
 groelike@mmcj.com

**Quote Id:** 33624719

**Created On:** 23 December 2025

**Last Modified On:** 28 January 2026

**Expiration Date:** 27 February 2026

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower Deck) <b>Contract:</b> MN Turf Maint Equip 243334 (PG 0B CG 22) <b>Price Effective Date:</b> November 1, 2024	\$ 30,977.60 X	1 =	\$ 30,977.60
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck <b>Contract:</b> MN Turf Maint Equip 243334 (PG 0B CG 22) <b>Price Effective Date:</b> November 1, 2024	\$ 5,098.86 X	1 =	\$ 5,098.86
<b>Equipment Total</b>			<b>\$ 36,076.46</b>

**Trade In Total**

**\$ 0.00**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 36,076.46
Trade In	
<b>SubTotal</b>	<b>\$ 36,076.46</b>
Total	\$ 36,076.46
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 36,076.46</b>

Salesperson: X \_\_\_\_\_

Accepted By: X \_\_\_\_\_



# Selling Equipment

Quote Id: 33624719

Customer Name: CITY OF FOLEY

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:  
Midwest Machinery Co.  
1035 35th Ave Ne  
Sauk Rapids, MN 56379  
320-252-2010  
sales@mmcjd.com

## JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)

Contract: MN Turf Maint Equip  
243334 (PG 0B CG 22)

Price Effective Date: November 1, 2024

Selling Price \*  
\$ 30,977.60

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
243BTC	1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$ 35,276.00	22.00	\$ 7,760.72	\$ 27,515.28	\$ 27,515.28
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ M Modem	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	\$ 3,417.00	22.00	\$ 751.74	\$ 2,665.26	\$ 2,665.26
2012	Air Ride Suspension Seat with Armrests	1	\$ 341.00	22.00	\$ 75.02	\$ 265.98	\$ 265.98
<b>Standard Options Total</b>			<b>\$ 3,758.00</b>		<b>\$ 826.76</b>	<b>\$ 2,931.24</b>	<b>\$ 2,931.24</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
TCB1030	Rear Weight Mounting Kit	1	\$ 175.26	22.00	\$ 38.56	\$ 136.70	\$ 136.70
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	6	\$ 84.27	22.00	\$ 18.54	\$ 394.38	\$ 394.38
<b>Dealer Attachments Total</b>			<b>\$ 680.88</b>		<b>\$ 149.80</b>	<b>\$ 531.08</b>	<b>\$ 531.08</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 39,714.88</b>		<b>\$ 8,737.28</b>	<b>\$ 30,977.60</b>	<b>\$ 30,977.60</b>

## JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

Contract: MN Turf Maint Equip  
243334 (PG 0B CG 22)

Price Effective Date: November 1, 2024

Selling Price \*  
\$ 5,098.86



JOHN DEERE



# Selling Equipment

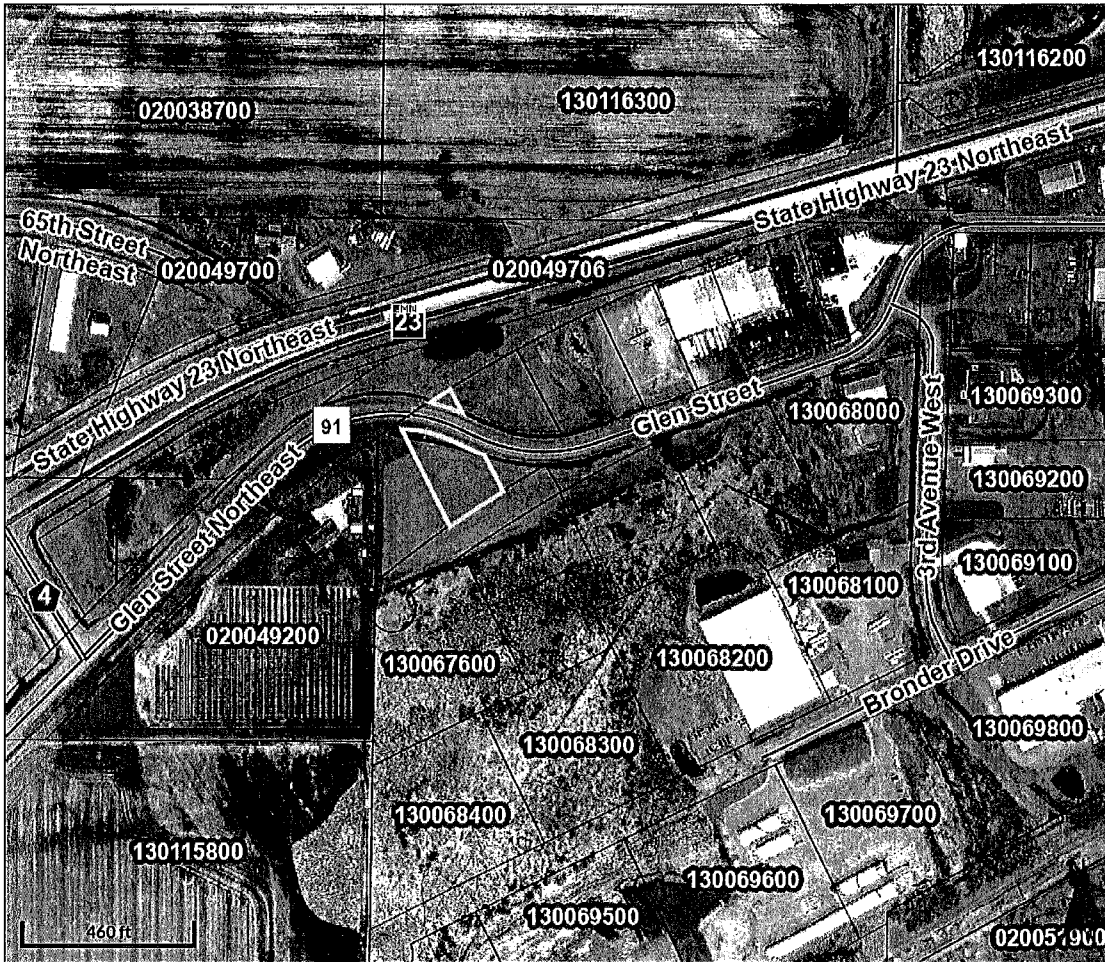
Quote Id: 33624719

Customer Name: CITY OF FOLEY

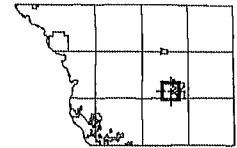
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ALL PURCHASE ORDERS MUST BE SENT  
 TO DELIVERING DEALER:  
 Midwest Machinery Co.  
 1035 35th Ave Ne  
 Sauk Rapids, MN 56379  
 320-252-2010  
 sales@mmcjd.com

* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
034STC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 6,537.00	22.00	\$ 1,438.14	\$ 5,098.86	\$ 5,098.86
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 6,537.00</b>		<b>\$ 1,438.14</b>	<b>\$ 5,098.86</b>	<b>\$ 5,098.86</b>



Overview



Legend

- Parcels
- Highways
- County Roads
- Roads

<b>Parcel ID</b>	130066800	<b>Alternate ID</b>	130066800	<b>Owner Address</b>	CITY OF FOLEY
<b>Sec/Twp/Rng</b>	34-37-29	<b>Class</b>	n/a		251 4TH AVE N
<b>Property Address</b>		<b>Acreage</b>	n/a		PO BOX 709
					FOLEY, MN 56329

**District** (1301) FOLEY/ISD 51

**Brief Tax Description** SECT-34 TWP-037 RANGE-029 FOLEY INDUSTRIAL PARK LOT-002 BLOCK-001 LESS PART OF PARCEL 252A AS SHOWN ON MNDOT R/W PLAT 05-37 SUBJ TO HWY EASMNT AS PARCEL 252A MNDOT R/W PLAT  
 (Note: Not to be used on legal documents)

Date created: 2/4/2026  
 Last Data Uploaded: 2/4/2026 6:35:15 AM



# Foley Police Department

## Part time Officer Start Up Cost

Background -Jerome Kahl	\$400
Avg Physical Exam	\$400
Psychological Exam	\$300
Avg Uniforms (vest, pants, shirts, belt, gear, etc.)	\$3500
Online Patrol Training	\$90
EVOC	\$535
FTO Avg 200 plus Hours @ 26.90	\$5380
Trainer Additional wage (\$1.50/Hr)	\$300
Trainer PERA increase	\$1836.73
Trainer Medicare increase	\$1504.67
Trainee PERA increase	\$952.26
Trainee Medicare	\$78.01
PFLMA	\$45.19
Admin On Boarding	\$200
TOTAL	\$15,521.86

## Current Part time Officers Cost

Avg 20 Hours / Week @ \$26.90	\$27,976
PERA	\$3,961.40
Medicare	\$339.02
PFLMA	\$196.40
Yearly Training Avg	\$500
Total	28,377.62



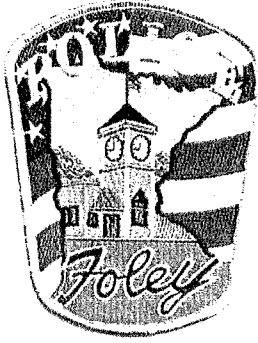
# Foley Police Department

## Permanent Part time Office Cost

Avg 20 Hours / Week @ \$26.90	\$27,976
PERA	\$5,000
Medicare	\$406
PFLMA	\$235
TOTAL	\$33,617

## Full Time Officer

Starting Wage \$26.90 for year 2026	\$57,028
PERA	\$10,100
Medicare	\$830
PFLMA	\$500
LTD	\$500
Life Insurance	\$520
Dental Insurance	\$1,000
Health Insurance	\$18,800
PT Wage Savings	-\$5,500
TOTAL	\$83,778



# Foley Police Department

## Part time Officers Hired Over Last 3 Years

08/22-05/23	Norton
04/23-12/25	Ramler
05/23-12/25	Isaacson
03/23-03/25	Gitch
03/24-05/25	B.Lind
04/24-Prsent	Anton
WASHED OUT IN BACKGROUND	Schamel
05/24-Present	K. Lind
09/25-Present	Patrick
12/25-Prsent	Johnson

Council Priorities/Discussion Topics/Goals - 2026

<p>Housing Development (Southside, Other, what are we willing to contribute? What are the next steps?)</p>	<p><b>Top Priority</b> – Another RFP? We could give them some but not everything – no to WAC/SAC/Trunk but TIF’s and similar programs are good options. <i>In progress – what are we thinking for WAC/SAC fees?</i></p>
<p>Municipal Cannabis</p>	<p><b>Top 5 Priority</b> ?Should we research this further? Could we do it out in the industrial park and be the first tenant? 2-5 year project?</p>
<p>Municipal Liquor</p>	<p>Should we research this further? Where can we put it, no on-sale just off-sale 2-5 year project?</p>
<p>Park &amp; Rec Improvements (dog park, walking/bike paths, signage on trails, scout house rental options, ADA/inclusive playground, other additions)</p>	<p>What are the lists for amenities and priorities? Questionable equipment – coming up with consistent funding source. What is the plan – future discussion?</p>
<p><del>125 Year City Celebration (2025) (party, fireworks, Fun Days council panel, other ideas to celebrate)</del></p>	<p><del>Invite our sister city mayor – Colstrip Would consider a council panel/event Work with Civic Group on activities Fireworks – check with Sartell</del></p>
<p>Dog/Cat – stray animals’ agreement, shelter vs. rescue, what to do?</p>	<p>Was told about an impound in Milaca, CA reached out with no response, might not be other options other than Tri-County Humane Society, check in other options</p>
<p>Business and Industrial Park Development (what are we willing to give to attract?)</p>	<p>TIF is a great tool. State DEED Grant – need the state to refund this pot of \$\$ in bonding bill. How much are we willing to give? Can you do the design work ahead of time?</p>
<p>What are we going to do with old buildings downtown that are for sale?  Downtown Building/Façade Standards and Standards</p>	<p>TIF Redevelopment, work on parking requirements – see if we have other options available? Expand upon downtown façade. <i>Façade program re-funded – south lot opened to 48 hour parking.</i></p>
<p>City Facilities Planning:  <ul style="list-style-type: none"> <li>• Public Works</li> <li>• Police</li> <li>• City Administration</li> <li>• Library</li> <li>• Fire</li> </ul> </p>	<p>We should look into this - Estimated around 20k for study, would look at all departments Fire – will need ladder truck at some point <i>PW Shop – do we have a good number and funding plan?</i></p>
<p>Development Zoning Ordinance and Code of Ordinance Changes (Parking Downtown with Housing Above)</p>	<p>Concerns of downtown parking options, where do these people park and what are options? <i>South lot updated to 48 hour parking</i></p>

<p><b>Broadcast Live Meetings and Engage Live via GoTo Meeting</b></p>	<p>Open to it – need to install new mics/equipment and then work with staff on how to manage it (takes staff person to run). <b><i>Discuss how much staff involvement/costs we want with council meetings?</i></b></p>
<p><b>Vision/Long Term Goals of:</b></p> <ul style="list-style-type: none"> <li>• Administration</li> <li>• Public Works</li> <li>• Police</li> <li>• Fire</li> <li>• Library</li> </ul>	<p>Continue to grow/add amenities (also have to invest to grow), attractions for families</p> <p>Staffing, equipment, space, technology</p>
<p>What is our most pressing issue/priority? We need to rank these projects/ideas.</p>	<p><b>Housing</b>  <b>Budgeting for Facilities Plan</b>  <b>Industrial/Downtown</b>  <b>Water Treatment – Well #6 – Federal \$2 million rec'd</b>  <b>Lion's Park Pond Decommissioning – what do we want to see? In progress</b>  <b>Park &amp; Rec – Improvements/Priorities (need feedback from community – poll or survey)</b></p> <p><b>Community Engagement – asking for input from residents – virtual option?</b></p>
<p><b>Water Treatment/Well #6</b></p>	<p>In progress – work with state on getting funding, rate study will help with planning – <b><i>\$2 million federal received – state funding – still significant gap in funding this project – looking to split it up.</i></b></p>
<p><b>Benton County New Government Center</b></p>	<p>We should support this – great opportunity for economic impact for our downtown</p>
<p><b>Benton County Redevelopment</b></p>	<p>Engaged with county committee on this.</p>
<p><b>Four Way Stop @ Dewey &amp; Broadway</b></p>	<p>We need see if additional options working with County on making this happen</p>
<p><b>Vacant Houses</b></p>	<p>Less than a dozen that are unoccupied – but current on taxes, and comply with codes – can we do a vacant house ordinance? <b><i>A draft is in progress at the staff level.</i></b></p>
<p><b>Budgeting Priorities</b></p>	

**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 02-10-26 –COUNCIL MEETING  
**DATE:** FEBRUARY 6, 2026

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### **Consent Agenda**

We did receive the approval from the union on re-hiring the permanent part-time position. An updated MOU is in your packet. In addition, we are requesting approval of an individual for the position, which is also in the consent agenda. As a reminder, the cost for this position is already in the budget.

Staff has been working on the final hazard mitigation plan that is done with the county and the official adopting resolution is included in your packet. The link to the plan is found here: <https://benton-county-hmp-umn.hub.arcgis.com/>

We had some interest in the library board. We currently have a vacant position that this person could fill. We do allow for non-city residents to serve on the library board – since we haven't had enough interest in the past. This individual also works in town.

The 2025 transfers resolution is in the packet – this is necessary to close out the books for the year prior to audit.

We anticipate the first contract to come through in the next few months for the first housing grant (rehab program). A resolution authorizing signatures is included in your packet.

The fire department has some obsolete equipment to dispose of – it will be donated to Hand in Hand Logistics – where it is sent overseas.

Northern Hallow Winery is working with the Chamber on a grant application for their summer ArtFest – the resolution just indicates support for their application. There is no financial responsibility of the City.

### **St. Johns CUP**

St. John's has applied to amend their CUP to allow for the installation of a sign. This will be reviewed at planning on Monday and we will update the council on their recommendation.

### **Hoium – Winter Parking Complaint**

Chief McMillin has provided some information regarding this dispute within the packet.

### **Wastewater Pond Decommissioning**

We were able to get approval from the state to utilize our existing loan to finance this portion of the project and staff is working on the necessary paperwork for that. The council can move ahead with approving this plan/quote if they have no further questions on the project.

### **Foley Legion Parking Lot**

We did have 2 councilmembers attend the legion meeting in January and they can provide an update at the meeting. It is my understanding the legion will also have representatives at the meeting. The latest letter is also in your packet.

**South Fairway Estates**

The final plat will be reviewed by planning on Monday – and the recommendation will be forwarded at the meeting.

**2027 Lead Service Project, Water Project Update**

City Engineer Jarod Griffith will update the council on the next application for lead service replacements. In addition, staff will update the council on the latest on the water treatment project – feasibility and funding.

**Public Works Mower Purchase**

A state bid is in your packet for the purchase of a mower.

**County Redevelopment Committee**

The county has requested 1-2 council members be identified to serve on a committee for this project. We can discuss whose schedule would be the best fit at the meeting.

**Update on MN Housing Infrastructure Funds**

There are significant delays at the state level in processing grant contracts and I have concern over whether we will be able to utilize this funding because of our bidding schedule tight timeline in spending the ARPA funds. These contracts will not be worked on until after our rehab contract is done. We can discuss this further at the meeting.

**Potential Land Sale**

We will be going into closed session to discuss a potential land sale price of property in the industrial park. A map has been provided.

**Workshop**

Staff has provided some police officer figures and the council priorities/goals working document for the workshop discussion.

**Upcoming Reminders:**

**February 16, 2026** – City Offices Closed – Holiday