



**City Council – Meeting Agenda
April 7, 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 March 10, 2026.
 - Approve resignation of Stacy Graham effective April 3, 2026.
 - Approve 2026 Benton County Fair Contract.
 - Approve SRO Contract effective July 1, 2026.
 - Approve disposal/sale of FD Tanker #3.
 - Adopt Resolution #2026-14 Accepting Donations.
 - Approve payment of bills.
5. Mayor’s Comments & Open Forum
6. Discuss/Approval on Foley Commercial Rehab Forgivable Loan Program – Amanda Othoudt, BEP.
7. Department Reports:
 - Police Department –Katie McMillin
 - City Engineer – Jarod Griffith
 - Review and approve 2026 Southside Fairway Estates Construction Bids.
 - Public Works/Fire – Mark Pappenfus
 - Administration – Sarah Brunn
 - Update on MN Housing infrastructure grant funding.
 - Discussion South Fairway Estates Lot Sale process and conditions.
 - Discussion on Resolution #2026-15 South Fairway Estates Lot Sales
 - Review purchase documents.
8. Old Business
9. New Business
10. Adjourn
11. Council Workshop
 - Review of Council Goals/Priorities

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – March 10, 2026

The Foley City Council held its regular meeting at 5:30 p.m. on March 10, 2026, at Foley City Hall.

Members Present: Councilmembers Jeff Gondeck, Deb Mathiowetz, Gary Swanson, and Stephanie Lloyd.

Members Absent: Mayor Brandon Voit

Councilmember Gondeck convened the meeting at 5:30 p.m.

The pledge of allegiance was recited.

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

Motion carried, unanimous.

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

- Approve minutes of February 10, 2026.
- Adopt Resolution #2026-11 Appointing Election Judges.
- Adopt Resolution #2026-12 Accepting League Grant.
- Consider New Hires for Fire Department – Justin Bowland, Nathaniel Lease, Ben Kirby, Dustin Jante
- Approve payment of bills.

Motion carried, unanimous.

Mayor's Comments & Open Forum

Debra Olson, 600 Dewey Street, thanked the Police and Fire Departments for the wonderful send off for the Foley wrestlers to the state competition. Olson also brought up council goals and priorities and referenced a possible 4-way stop at Broadway Avenue and Dewey Street and requested that another be added at 6th Avenue and Dewey Street. She also stated that the city's monthly 2,000 gallon minimum water bill usage was lower than the EPA standard per day usage.

Discussion/Approval of Downtown Banners

Sarah Brunn, City Administrator, gave an overview to the council and presented the banner designs on the screen. The Economic Development Committee worked with staff to get the right dimensions and helped get the banners designed. Discussion and questions followed. The banners will be displayed downtown. Brunn asked the council to approve the expenditure to be taken out of the general fund.

Motion by Lloyd, seconded by Swanson, to approve the expenditure for the banners.

Motion carried, unanimous.

Discussion on Downtown Façade Application – 161 4th Avenue N

Gondeck stated that the EDA met and recommended approval of the Façade application for 161 4th Avenue N. Mathiowetz shared that she approved of the project and it will be nice to have another business at the same address. She recommended approval. Discussion followed.

Motion by Mathiowetz, seconded by Lloyd, to approve the Façade application for 161 4th Avenue N.

Motion carried, unanimous.

Department Reports

Police Department

Chief Katie McMillin gave an overview on the February stat report. There were 369 calls. In 2025, there were 329 calls in the same month. Accidents and thefts and medicals were down. Child calls at the school, suspicious activity, and parking tickets were up. She reminded the council that winter parking enforcement is still in place until April 1. The new records system will go into effect March 31. The stat reporting will change due to the new records system reporting. Discussion and questions followed. McMillin confirmed the date of the Bike Rodeo is June 13.

City Engineer

Jarod Griffith, City Engineer, gave an overview to the council on the 2026 Lead Service project and asked for council approval on plans and authorization of bid advertising. Discussion and questions followed. Gondeck offered disclosure that his property is included in this list along with another property he has interest in.

Motion by Swanson, seconded by Mathiowetz, to approve the plans and authorize bid advertising.

Motion carried, unanimous.

Griffith gave an overview of next steps for funding for the lead service project and presented Resolution #2026-13 Authorization Applying for MPFA Loan/Grant.

Motion by Mathiowetz, seconded by Lloyd, to approve Resolution #2026-13 Authorizing Applying for MPFA Loan/Grant.

Motion carried, unanimous.

Griffith gave an overview and asked for approval of Pay Application #8 – 2025 Northside Improvements for \$52,580.27 for work certified to date. It represents 95% of the project. Completion date is estimated to be mid to late June.

Discussion and questions followed. Mathiowetz brought up a few concerns including a neighbor who had to park in their yard during the winter. Griffith said that crews would touch up seeding.

Motion by Swanson, seconded by Lloyd to approve Pay Application #8 – 2025 Northside Improvements for \$52,580.27.

Motion carried, unanimous.

Public Works and Fire Department

Mark Pappenfus, Director of Public Works, gave an overview to the council. There were no updates for the project. Discussion and questions followed on water meter replacement and access.

Administration

Sarah Brunn, City Administrator, gave an overview to the council. Staff has been in contact with Minnesota Housing regarding the grant funds and working with them on a timeline. New estimate is early summer. The goal is to get grant contract signed so city would be eligible for funds. Staff will keep the council posted on updates.

Brunn also gave an update on the industrial park land that was previously discussed. She asked if council wanted to discuss or move forward. Brunn recommended starting with the wetlands delineation and then come back with a decision on the platting. Discussion and questions followed. Council agreed to move forward with quote. Brunn said quote would be brought to the next council meeting.

Mathiowetz updated the council on the library from the County Commissioner's meeting. Meetings and conversations are continuing between the county board and Great River Regional Library. Discussion and questions followed. Brunn confirmed the proposed new hours wouldn't start until April.

Old Business

No old business.

New Business

No new business.

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

Motion carried, unanimous.

Meeting adjourned 6 p.m.

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

From: [Stacy Graham](#)
To: [Sarah Brunn](#)
Subject: Resignation Notice
Date: Tuesday, March 17, 2026 12:25:29 PM

Hi Sarah,

I'm writing to formally resign from my position at The City of Foley. My last day will be Friday March 27th.

I appreciate the opportunities I've had here and am so very grateful for the experience and support during my time with the City.

Please let me know how I can help to make the transition go smoothly.

Stacy

Sent from my iPhone

New end date of 4/3/26

A handwritten signature in cursive script that reads "Sarah Brunn".

City of Foley Police Department Law Enforcement Services Agreement

This Agreement is hereby made and entered into between **The Benton County Agricultural Society** (herein after referred to as First Party or Party) and the **City of Foley Police Department** (herein after referred as Office or Party). The purpose of this Agreement is to assist the First Party in providing the requested law enforcement services needed for special events and occurrences that take place within Benton County, Minnesota.

The effective date and duration of this agreement shall take effect on **August 4, 2026** and shall continue through **August 9, 2026**.

The approximate times and number of personnel are: **(1) officer per day to assist with Safety and Security during the Benton County Fair if able, as scheduled by the Benton County Sheriff's Office Fair Commander**. The Agreement may be canceled at any time, with or without cause, by either Party upon notice to the other. In the event of cancellation of this Agreement, the First Party agrees to pay all costs for services provided to the point of cancellation and agrees to cease the operations of this event immediately.

The Office agrees to assign personnel, in consultation with the First Party, as deemed necessary and appropriate under the circumstance to provide law enforcement protection, to enforce peace and order, to enforce the laws of the State of Minnesota and to assist the First Party, in conformance with the rules, regulations and policies of the Office. The Office shall retain full authority to modify all personnel assignments as, in the judgment of the Police Chief or his / her designee, is necessary to meet any exigent circumstances within the City.

The First Party understands and agrees that the greater needs of the City, in the judgment of the Police Chief or his / her designee, shall have priority. It is further understood and agreed that if the Office does not have sufficient personnel to provide for any or all of the entire law enforcement requirements needed by the First Party and that the First Party will contract with other agencies, private or public, for additional security services. It is therefore expressly understood that the assistance contracted for by this Agreement shall be provided only if the Office can provide such assistance to the First Party without unduly jeopardizing the law and order of police protection of the City.

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint venturers between the First Party and the Office or City of Foley. No tenure or any rights or benefits shall accrue from one party to the other under this Agreement.

The First Party understands that the City or the Office shall not in any way be liable for any claim based upon failure, for any reason, of the Office to provide assistance when requested by the First Party.

Each party agrees it will defend, indemnify and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages and expenses which either Party may herein after sustain, including but not limited to death, injury, or loss of equipment, which either party may incur or require either party pay any costs, damage, or expenses arising out of the other Party's performance or failure to adequately perform its obligations pursuant to this Agreement. This provision shall survive the termination to this Agreement. Nothing in the Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses for the Office.

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officer, employees, or volunteers.

During the performance of this Agreement, each Party agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, sexual preference, creed or national origin be excluded from full employment rights or participation in, be denied the benefits of or otherwise subjected to discrimination under any applicable federal and state laws against discrimination.

In Consideration of the above, the First Party agrees to pay to the Office the costs incurred. The costs are related to the **City of Foley Police Department's** overtime rate of **\$75.00 per hour, per officer**. The First Party shall pay the Office for said costs, in full, within thirty (30) days of the receipt of the claim of said costs. In the event the Office is required to seek legal assistance to compel payment under this Agreement, the First Party agrees to pay all of the Office's legal expenses, including attorney's fees, costs and disbursements.

By signing below, each Party hereby represents and affirms that he/she

[04313-0215/4744017/2]

understands and agrees to the terms of this Agreement and has the authority to enter into this Agreement.

For the First Party:

For the Office:

Chief Katie McMillin
Foley Police Chief
251 4th Avenue North
Foley, MN 56329
(320) 968-0800 / fax: (320) 968-0801

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made July 1, 2026, by and between FOLEY INDEPENDENT SCHOOL DISTRICT #51 ("DISTRICT") and the CITY OF FOLEY ("CITY") as follows:

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

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

NOW, THEREFORE, the parties agree as follows:

1. Goals and Objectives

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

A. Education

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

B. Information

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

- (5) Collect relevant interaction data.

C. Prevention

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

D. Intervention

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

2. Employment and Assignment of the School Resource Officer

- A. The CITY agrees to employ a School Resource Officer (SRO) during the term of this Agreement subject to the following provisions:
- (1) Compensation from the DISTRICT to the CITY in accordance with the terms of this Agreement to cover 50% of the costs of the SRO as provided in Exhibit A, which shall be annually updated by the CITY. Compensation shall be prorated for the initial term and any future partial term. Compensation shall be paid by the DISTRICT to the CITY in four (4) quarterly installments. The CITY will bill the DISTRICT at the completion of each quarter.
 - (2) The CITY has a police officer available for deployment to DISTRICT. In the event of a reduction or restructuring of the police department's workforce which results in the reassignment of the SRO or the loss of this program, this Agreement shall be considered null and void after thirty (30) days written notice to the DISTRICT. Any prepaid compensation extending beyond the expiration of the 30-day notice will be refunded to DISTRICT by the CITY.
 - (3) The SRO shall be an employee of the CITY's Police Department and shall be under the administration, supervision, and control of the CITY, subject to the terms and conditions of this Agreement. The SRO shall be subject to all other personnel policies and practices of the Foley Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- B. The CITY, in its sole discretion, shall have the power and authority to appoint, remove and discipline SROs. The SRO shall be assigned by the CITY to the DISTRICT. Specifically assigned tasks will determine where the SRO will report to on any given day, however, the SRO will be prepared to serve in any of the schools in the district as demands arise.
- C. In the event that the SRO is absent from work, the SRO shall notify both the supervisor in the Foley Police Department and the Superintendent or the Superintendent's designee. A substitute officer shall not be provided during the short term absence of the SRO.
- D. During the summer months and other periods when school is not in session, the SRO will be required to perform work outside of the DISTRICT as assigned by the CITY. The SRO will provide some support during summer school hours. The SRO

will be allowed such reasonable time in the beginning of June to complete unfinished tasks and, at the end of August to prepare for the following school year.

3. Duty Hours

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

4. Duties of School Resource Officers

- A. The SRO shall assist the school administration in developing plans and strategies to prevent and minimize dangerous situations that may occur on campus, and also address other issues determined important by the school administration.
- B. The SRO shall present programs on various topics to students. Subjects shall include a basic understanding of law, role of law enforcement, drug awareness, distracted driving, sexual assault, anger management, and the mission of law enforcement.
- C. The SRO is encouraged to interact with students on an individual basis and in small groups.
- D. The SRO shall be available for conferences involving teachers, parents and faculty.
- E. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families, and make referrals to agencies when necessary.
- F. The SRO shall take law enforcement action when necessary.
- G. The SRO shall communicate with school administration to make them aware of arrest or crime.

- H. The SRO shall notify the principal or their designee before removing a student from school.
- I. The SRO can take law enforcement action against intruders and unwanted guests who appear on school property.
- J. The SRO shall conduct investigations of crimes which occur at school and use other resources, if needed, for follow-up investigations.
- K. The SRO shall not be used as a school disciplinarian. If school administration believes an incident is a violation of the law, they may contact the SRO to see if law enforcement action is needed.
- L. The SRO shall follow the Foley Police Department's Standard Operating Procedures when confiscating drugs from students on school property.
- M. The SRO shall follow the guidelines of the Minnesota Statutes, case law, School Board Policy and the Foley Police Department's Standard Operating Procedures in regards to investigations, interviews and searches relating to juveniles.

5. Dress Code

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

6. Supplies and Equipment

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

7. Firearms

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

8. Investigations, Interrogations, Search and Arrest Procedures

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

9. Information Exchange

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

10. Term of Agreement

- A. The initial term of this Agreement shall end on July 1, 2025. The Agreement may be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 1st of the initial or any succeeding term.

11. Insurance and Indemnification

- A. The CITY and DISTRICT shall each purchase and maintain in full force and effect during the term of this Agreement, a general comprehensive liability insurance policy with coverage in any amount of not less than One Million Dollars

(\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the Agreement.

- B. Except for claims arising out of the willful or negligent act of the other party or its representatives, each party shall indemnify and defend the other party against all claims, expenses, and liabilities incurred, including reasonable attorney fees, related to claims for loss of life, personal injury, and damage to property arising out of any occurrence in, upon or at the School District properties in accordance with the execution of the School Resource Officers' duties under this contract.

12. Evaluation

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

{Signatures on following pages}

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

MAYOR, CITY OF FOLEY

By: _____

DISTRICT 51 SUPERINTENDENT

By: Daniel W. Bohannon

CITY ADMINISTRATOR, CITY OF FOLEY

By: _____

DISTRICT 51 BOARD CHAIRPERSON

By: Paula W. [Signature]

EXHIBIT A

(2026 Estimated SRO Cost)

2026 SRO Estimated Costs

Benefit	Rate	Annual Costs
Step	4	2080 Hrs
Annual Salary	\$31.32	\$65,145.60
Vacation, Sick, Holiday	296	\$9,270.72
Medicare	1.45%	\$1,079.04
PERA	11.80%	\$8,781.13
Health Ins	\$1,432.37	\$17,188.44
Dental Ins	\$72.79	\$873.48
Life Ins	\$9.50	\$114.00
LTD Ins	\$10.30	\$123.60
Training		\$1,000.00
SRO Training		\$1,000.00
Taser/Equipment		\$1,000.00
Cell Phone		\$600.00
Squad Computer/Verizon Service		\$2,000.00
Uniforms		\$850.00
Fuel		\$300.00
Squad Car		\$6,700.00
Misc		\$1,000.00
Total Annual Benefit		\$117,026.01



Foley Fire Department

81 Norman Avenue South • P.O. Box 709 • Foley, MN 56329
320-968-7260

March 28, 2026

Foley City Council,

Foley Fire Department is requesting permission to sell our old Tanker #3, a 1999 Freightliner FL-80 with a 2,000 gallon water tank. This truck has been replaced with our new Tanker #3 that was purchased late last year. We will be attempting to sell through Wisconsin Surplus Online Auction.

Thanks, Mark

Mark Pappenfus

Mark Pappenfus
Foley Fire Chief

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2026-14

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 Northern Hallow Winery and the Veterans Support Brigade for equipment and community events such as the Bike Rodeo, PALs, and Cocoa with a Cop; 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 Northern Hallow Winery and the Veterans Support Brigade for their generous donations.

PASSED AND ADOPTED by the City Council of the City of Foley, Minnesota, this 7th day of April 2026.

Brandon Voit, Mayor

ATTEST:

Sarah A. Brunn, City Administrator

BILLS LIST 4-7-2026

Gross Salaries - Bi-Weekly & Semi-Annual	Payroll - 3/6/26	\$42,041.62
EFTPS	Federal Withholding	\$7,526.23
MN Dept of Revenue	State Withholding	\$1,526.45
State Treas. PERA	PERA	\$8,163.17
Nationwide	Deferred Comp	\$1,335.28
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$2,107.38

Gross Salaries	Payroll - 3/20/26	\$42,342.64
EFTPS	Federal Withholding	\$7,577.26
MN Dept of Revenue	State Withholding	\$1,538.25
State Treas. PERA	PERA	\$8,226.71
Nationwide	Deferred Comp	\$1,340.28
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$2,107.38
Law Enforcement Labor Services, Inc	Union Dues	\$219.00

Gross Salaries	Payroll - 4/3/26	\$41,762.08
EFTPS	Federal Withholding	\$7,445.84
MN Dept of Revenue	State Withholding	\$1,508.68
State Treas. PERA	PERA	\$8,086.46
Nationwide	Deferred Comp	\$1,335.28
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$2,107.38

Already Paid 4/7/26

Midco	03/26 phone/internet Utilities	\$404.28
MN DEPARTMENT OF REVENUE	02/26 SALES AND USE TAX	\$522.00
CROSS CENTER	2025 ANNUAL CONTRIBUTION	\$500.00
BENTON COUNTY PUBLIC WORKS	SOUTH FAIRWAY ESTATES PLAT REVIEW	\$1,055.00
EAST CENTRAL ENERGY	03/26 UTILITIES	\$1,711.13
FIRST NATIONAL BANK OF OMAHA	03/26 CC FEE'S	\$1,142.49
MARCO INC	03/26 COPIER FEE	\$333.54
SUN LIFE FINANCIAL	04/26 LTD INS	\$352.30
USABLE LIFE	04/26 LIFE INSUR	\$328.50
VERIZON	02/26 CELL PHONE	\$366.92

To Be Paid 4/7/26

ALLSPEC SERVICES, LLC	03/26 INSPECTIONS	\$1,390.80
ALTEC INDUSTRIES, INC	2102 VEHICLE MAINTENANCE	\$1,242.39
AUTO VALUE	FD UNIT #6 PUMP, MISC SUPPLIES, PW MISC REPAIRS-SUPPLIES	\$71.45
AVAYA CLOUD OFFICE	VOIP TELEPHONE	\$261.92
AVAYA LLC	PHONE	\$47.71
BATTERIES PLUS	UPS BACKUP BATTERIES	\$195.92
BENTON COMMUNICATIONS	PUMP SEWER ODOR STRUCTURE	\$129.90
BENTON COUNTY AUDITOR-TREAS	MISC TAXES PID#13.01158.01	\$1,502.00
BENTON COUNTY HIGHWAY DEPT	2/26 PD FUEL	\$669.66
BENTON COUNTY SHERIFFS DEPT	02/26 & 03/26 TYLER CAD - FOLEY'S PORTION FROM BC	\$934.17
CENTRACARE	HEP B VAC - HERBST	\$26.75
CENTRAL MN HEALTH & SAFETY TRAINING LLC	FD EMR REFRESHER TRAINING	\$4,500.00
CINTAS CORPORATION	UNIFORMS	\$397.80
CITY OF SAUK RAPIDS	PD TRAINING	\$85.00
CITY OF ST. CLOUD	DEBT SERVICE CHARGE	\$32,405.67
CM2 SUPPLY	FD MEDICAL SUPPLIES	\$78.55
CORE PROFESSIONAL SERVICES PA	EMP EVAL - LIND	\$420.00
DSC COMMUNICATIONS	FD RADIO BATTERIES	\$215.00
FERGUSON ENTERPRISES LLC #3326	BOLLARD COVERS - COMPOST SITE	\$98.34
FOLEY HARDWARE	PW MISC SHOP SUPPLIES / WATER MISC SUPPLIES	\$87.43
GALLS, LLC	ALEX UNIFORM	\$211.46
HACH COMPANY	WW ANALYSIS TESTING SUPPLIES	\$171.19
HAWKINS, INC.	WELL #5 CHEMICALS	\$608.88
INTERSTATE ALL BATTERY CENTER	PD BATTERIES	\$12.99
K&K TIRE & AUTO CENTER INC	2025 & 2026 DODGE DURANGO OIL CHANGE	\$148.78
KIMBALL MIDWEST	PW SHOP SUPPLIES	\$1,084.91
KOTSMITH LUMBER	SCOUT HOUSE MAINTENANCE/MISC	\$8,609.26
MACQUEEN EQUIPMENT	FD EQUIPMENT BOOTS/HELMET PARTS / SEWER VAC REPAIRS/SWEEPERS BROOMS	\$3,260.15
MES SERVICE COMPANY, LLC	FD BOOTS	\$522.38
MIDCO	INTERNET	\$404.28
MN DEPT OF HEALTH	2026 POOL ANNUAL LICENSE	\$1,060.00
MN POLLUTION CONTROL AGENCY	SOUTH FAIRWAY ESTATES - SEWER EXTENSION FEE	\$310.00
MUSTANG SIGNS & GRAPHICS	DOWNTOWN BANNERS	\$1,982.50
NEW FRONTIER SERVICES, LLC	WEBSITE ISSUES WORDPRESS SUBSCRIP	\$300.00
RINKE-NOONAN	GENERAL LEGAL/ NUISANCE PROSECUTION/ PD LEGAL	\$3,598.10
RMB ENVIRONMENTAL LABORATORIES	MONTHLY WATER ANALYSSSC WWTP EFFLUENT EXTRA/SAMPLING	\$582.07
SECURITY LOCK TECHNOLOGIES	COMPOST GATE ACCESS SYSTEM	\$484.00
SHIFT TECHNOLOGIES, INC	3/26 ANTISPAM - EMAIL, OFF SITE BACKUP, SENTINEL ONE/ANTIVIRUS PW IS SUPPOF	\$1,007.50
SHORT ELLIOT HENDRICKSON, INC	2025 LEAD SERVICE/2025 N.SIDE IMPROVEMENTS/2026 LEAD SERVICE/S FAIRWAY	\$39,897.25
USA BLUE BOOK	WATER ANALYSIS SUPPLIES	\$84.81
WEX BANK	PW/FD FUEL	\$2,041.46

XCEL ENERGY

1/26 UTILITIES

\$6,833.36

TOTAL

\$117,975.79

City of Foley, MN Commercial Rehab Forgivable Loan Program Guidelines

Purpose

The City of Foley has established a Commercial Rehab Forgivable Loan Program to provide forgivable, no-interest loans of up to \$40,000 to assist eligible small commercial businesses. The purpose of the program is to provide financing to local small commercial businesses to improve their physical space in order to promote long-term economic vitality in the community. Funding for the program is made possible through program income generated by the Small Cities Development Program.

Eligibility

To apply, businesses must meet all the following criteria:

- Be located within the City of Foley and have a physical address that is a brick and mortar facility with foot traffic;
- Be a for-profit business or nonprofit organization that has been in operation prior to March 1, 2020;
- Be a legal entity registered and in good standing with the Minnesota Secretary of State;
- Be in compliance with city ordinances, codes, licensing, and must not have any delinquent taxes, bills, or other charges due to the City;
- The applicant must be the property owner or a commercial tenant with written permission from the property owner;
- Property must have conforming uses under the zoning code;
- All projects must follow the requirements of the City of Foley's Building Code & the City of Foley's Zoning Code.

Ineligible applicants include businesses that:

- Do not have a physical commercial address located within the City of Foley;
- Derive income from passive investments without operational ties to operating businesses or whose primary source of revenue is from business-to-business transactions;
- Primarily generate income from gambling activities;
- Generate income from adult-oriented activities;
- Are corporate chains that are not independently owned;

Eligible Expenses

Eligible expenses are physical improvements including but not limited to:

- Exterior building improvements, awnings, windows, doors (including front/back door accessibility)
- Sprinkler Systems
- Interior projects bringing the building into compliance with ADA including but not limited to restrooms
- Elevators
- Building Code Compliance

- Masonry repairs and tuck pointing
- Roofing
- Replacement of Mechanical HVAC Systems that are inoperable

Forgivable Loan Guidelines

The following terms and conditions apply to the Forgivable Loan Program:

1. **Amount:** A business may apply for a one-time forgivable loan award not to exceed \$40,000. For commercial loans, the structure is 80% SCDP and 20% owner contribution, with a maximum SCDP amount of \$40,000. Each approved business's maximum grant amount shall be limited to their identified eligible expenses.
2. **Interest Rate:** All loans shall have an interest rate of 0%.
3. **Term:** All loan awards must be utilized by December 31, 2027.
4. **Forgiveness:** The loan will be forgiven, and the loan agreement terminated by the City upon satisfactory completion of the requirements outlined in the Reporting section.
5. **Termination:** The City of Foley retains the right to terminate any agreement for the program funds and demand repayment of the loan if a loan recipient is found to be in violation of any conditions set forth in the eligibility guidelines or loan agreement.
6. **Federal Requirements:** Federal requirements including the designation of a slum and blight area in the downtown district, completion of an environmental review and enforcement of Davis-Bacon prevailing wage provisions (applies to commercial projects over \$2,000, regardless of the funding source).
7. **Right to Deny:** The City of Foley retains the right to deny any application for funding.
8. **Funding Availability:** The City of Foley Commercial Rehab Loan Program has a limited amount of funds available. If the program is over-subscribed, loan recipients will be determined through a random lottery process until the loan funds are exhausted.
9. **Indemnification:** All loan recipients shall be required to indemnify the City of Foley and any officers acting on their behalf.

Application

Applications will be accepted on an ongoing basis until funds are exhausted.

Application Process

Upon submission of an application, City staff will review the application to ensure complete information is provided. It is anticipated that the City will receive more requests than money available, in which case the City will conduct a lottery of all complete and qualified applications. If demand exceeds the availability of funds, then owners of multiple businesses would only be selected to receive one loan. If there is availability of funds, then owners of multiple businesses may be eligible to receive multiple loans.

Approving Authority:

The City of Foley Economic Development Authority, upon recommendation of its loan committee, maintains the authority to approve or deny any loan application.

The loan committee will evaluate the project application in terms of the following:

- Project Design – Evaluation of project design will include review of the plans to determine if the proposed changes are in keeping with the original architectural lines/styles of the building.
- Financial Feasibility – Availability of funds, private involvement, financial packaging, and cost effectiveness.
- Any other information as required or requested by the EDA.

Process:

- Applicant completes the application below, including providing necessary documentation.
- City staff will review application and may request additional information, as needed.
- The EDA will approve or deny the application.
- If approved, the loan recipient signs loan agreement.
- Loan recipient starts project.
- Once completed, the loan recipient submits paid invoices for reimbursement.
- The Foley City Council approves and disburses funds to loan recipient.
- Loan recipient provides updates and information as requested by the EDA for duration of loan.

Funding Process

Upon being selected, the loan recipient shall enter into a loan agreement with the City of Foley. Funds are reimbursed once the project is completed, at 50% of the submitted paid receipts (up to the project totals listed above).

Reporting

All loan recipients are required to submit follow-up information to the City of Foley and DEED by October 15, 2028. This information includes a budget of how the loan funds were utilized with evidence in the form of paid invoices, statements, or similar documentation. Upon receipt of acceptable documentation, the City of Foley will forgive the loan and terminate the loan agreement. Failure to supply required documentation will trigger repayment of the loan.

The expenses included in the final report, that were paid for using loan proceeds, must not have been and will not be paid or reimbursed through any other assistance funds, including but not limited to local, state, and federal assistance dollars.



183 Cedar Drive | Foley, MN 56329 | (320) 968-6197

MEMO

Date: March 24, 2026

To: Mayor and City Council, Foley Economic Development Authority

From: Amanda Othoudt, EDFP; Benton Economic Partnership, Inc.

RE: Final Approval – Commercial Rehabilitation Forgivable Loan Program Guidelines

Background and History

In 1999, the City of Foley entered into a Small Cities Development Program (SCDP) Grant Agreement with the State of Minnesota through the Department of Trade and Economic Development Business and Community Development Division.

The grant, funded through the federal Community Development Block Grant (CDBG) program, supported a range of local rehabilitation activities including owner-occupied housing, rental housing, and commercial rehabilitation. The total project funding was \$859,700 and required compliance with federal regulations, reporting standards, and long-term recordkeeping.

A portion of these funds was allocated specifically toward commercial rehabilitation activities to improve building conditions and support economic vitality within the community.

As projects were completed and loans repaid, the City accumulated program income (PI). Under federal guidelines, program income must be tracked and used for eligible activities consistent with the original SCDP intent.

Program Income and Compliance Requirement

In November 2024, the Minnesota Department of Employment and Economic Development (DEED) notified the City of Foley of compliance concerns related to unspent program income.

At that time, the City had an identified program income balance of \$88,420. Federal guidance requires that these funds be actively utilized to support eligible activities in a timely manner.

DEED outlined three options for compliance:

1. Retain funds for future eligible SCDP activities
2. Establish a revolving loan fund
3. Return funds to the State

The City chose to retain and reinvest these funds locally to support economic development.

Original Program Framework

The original SCDP program included several key requirements that continue to guide the use of program income:

- Funds must be used for eligible rehabilitation activities tied to community development objectives
- Activities must meet federal requirements, including documentation, reporting, and environmental review
- Program income exceeding \$25,000 annually must be reused for eligible activities or returned to the State
- Projects must align with federal objectives such as benefiting low- and moderate-income populations or addressing slum and blight conditions

These requirements still apply to any reuse of program income, including the proposed program.

New Program Overview

The proposed Foley Commercial Rehabilitation Forgivable Loan Program is designed to reinvest SCDP program income into the local business community.

Program Purpose

The program provides financial assistance to improve commercial properties, strengthen the local business environment, and support long-term economic vitality.

Key Program Elements

- Funding Source: SCDP Program Income
- Loan Type: Forgivable, no-interest loans
- Maximum Award: Up to \$40,000 per project
- Match Requirement: 80% SCDP funds / 20% owner contribution
- Term: Funds must be utilized by December 31, 2027
- Forgiveness: Loan is forgiven upon project completion and required reporting

Eligibility Highlights

- Businesses must be located within Foley and operate from a physical commercial space
- Must be in good standing with the State and City
- Open to for-profit and nonprofit entities (with restrictions on certain uses)
- Property owners or tenants (with owner approval) may apply

Eligible Uses

- Exterior and façade improvements
- Code compliance and ADA upgrades
- Roofing, masonry, and mechanical systems
- Accessibility improvements and life safety systems

Program Administration

- Applications accepted on a rolling basis
- If oversubscribed, funding will be awarded by lottery
- The EDA serves as the approving authority
- City Council approves final disbursement of funds

Compliance Requirements

- Federal requirements remain in place, including environmental review and prevailing wage (Davis-Bacon) where applicable
- Projects must be completed and documented for reimbursement
- Final reporting is required by October 15, 2028
- Failure to meet requirements results in repayment of funds

Summary

This program allows the City to bring existing federal program income back into active use. It addresses compliance requirements, supports local businesses, and improves commercial properties in Foley.

The structure aligns with original SCDP requirements while providing a practical and flexible tool for economic development.

Recommendation

Staff recommends approval of the Foley Commercial Rehabilitation Forgivable Loan Program Guidelines and authorization to implement the program using available SCDP program income funds.



Building a Better World
for All of Us®

March 27, 2026

RE: Foley, Minnesota
2026 South Fairway Estates - Phase 1
SEH No. FOLEY 187473 14.00

Honorable Mayor and City Council
c/o Sarah Brunn, Administrator
City of Foley
251 4th Avenue North
Foley, MN 56329

Dear Ms. Brunn:

Bids were opened via QuestCDN at 10:00 a.m. on March 18, 2026, for the above-referenced improvement. A total of 10 bids were received ranging between \$1,096,603.07 and \$1,797,907.71. The low bid was submitted by Northern Lines Contracting of Hanover, Minnesota in the amount of \$1,096,603.07. A complete tabulation of bids is enclosed.

We know of no reason the project should not be awarded to the low bidder for the amount of \$1,096,603.07.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kari Franklin".

Kari Franklin
Project Manager

mrB

Enclosure

c: Jarod Griffith, PE, SEH
Steve Backowski, Benton County

x:\fj\foley\187473\1-gen\14-corr\2026.03.27 | owner recommend award.docx

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



TABULATION OF BIDS

SEH NO.: FOLEY 187473
 NAME: 2026 SOUTH FAIRWAY ESTATES - PHASE 1
 OWNER: CITY OF FOLEY, MINNESOTA
 BID DATE: 10:00 A.M., WEDNESDAY, MARCH 18, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 NORTHERN LINES		2 OMANN BROTHERS		3 KUECHLE UNDERGROUND		4 KNIFE RIVER CORPORATION		5 LAND PRIDE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
STREET															
1	MOBILIZATION	LUMP SUM	1.00	\$75,000.00	\$75,000.00	\$64,000.00	\$64,000.00	\$58,763.42	\$58,763.42	\$55,000.00	\$55,000.00	\$140,000.00	\$140,000.00	\$44,200.00	\$44,200.00
2	CLEARING	ACRE	0.25	\$3,000.00	\$750.00	\$10,500.00	\$2,625.00	\$4,532.00	\$1,133.00	\$4,400.00	\$1,100.00	\$4,400.00	\$1,100.00	\$7,500.00	\$1,875.00
3	GRUBBING	ACRE	0.25	\$3,000.00	\$750.00	\$10,500.00	\$2,625.00	\$4,532.00	\$1,133.00	\$4,400.00	\$1,100.00	\$4,400.00	\$1,100.00	\$7,500.00	\$1,875.00
4	CLEAR TREE	EACH	2.00	\$500.00	\$1,000.00	\$525.00	\$1,050.00	\$51.50	\$103.00	\$50.00	\$100.00	\$50.00	\$100.00	\$300.00	\$600.00
5	GRUB TREE	EACH	2.00	\$500.00	\$1,000.00	\$525.00	\$1,050.00	\$51.50	\$103.00	\$50.00	\$100.00	\$50.00	\$100.00	\$300.00	\$600.00
6	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	115.00	\$3.00	\$345.00	\$4.00	\$460.00	\$2.27	\$261.05	\$2.20	\$253.00	\$2.20	\$253.00	\$5.00	\$575.00
7	REMOVE BITUMINOUS PAVING	SQ YD	54.00	\$5.00	\$270.00	\$8.00	\$432.00	\$3.91	\$211.14	\$3.80	\$205.20	\$3.80	\$205.20	\$17.00	\$918.00
8	SALVAGE AND REINSTALL SIGN AND POST	EACH	1.00	\$250.00	\$250.00	\$185.00	\$185.00	\$206.40	\$206.40	\$200.00	\$200.00	\$200.00	\$200.00	\$175.00	\$175.00
9	REMOVE HYDRANT, GATE VALVE AND BOX, AND TEE	LUMP SUM	1.00	\$3,000.00	\$3,000.00	\$650.00	\$650.00	\$829.73	\$829.73	\$340.00	\$340.00	\$823.00	\$823.00	\$1,800.00	\$1,800.00
10	REMOVE DI PIPE	LIN FT	68.00	\$6.00	\$408.00	\$15.00	\$1,020.00	\$11.24	\$764.32	\$3.60	\$244.80	\$11.00	\$748.00	\$10.00	\$680.00
11	REMOVE STORM SEWER CULVERT	LIN FT	24.00	\$15.00	\$360.00	\$15.00	\$360.00	\$9.20	\$220.80	\$14.00	\$336.00	\$9.00	\$216.00	\$15.00	\$360.00
12	TRAFFIC CONTROL	LUMP SUM	1.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$5,200.00	\$5,200.00	\$1,600.00	\$1,600.00
13	EXCAVATION - COMMON (CV)	CU YD	12,719.00	\$16.00	\$203,504.00	\$5.20	\$66,138.80	\$3.76	\$47,823.44	\$3.65	\$46,424.35	\$3.65	\$46,424.35	\$7.00	\$89,033.00
14	EXCAVATION - SUBGRADE (CV)	CU YD	815.00	\$16.00	\$13,040.00	\$0.01	\$8.15	\$1.70	\$1,385.50	\$1.65	\$1,344.75	\$1.65	\$1,344.75	\$7.00	\$5,705.00
15	COMMON EMBANKMENT (CV)(ONSITE MATERIAL INCLUDES TOPSOIL)	CU YD	8,179.00	\$12.00	\$98,148.00	\$1.65	\$13,495.35	\$2.32	\$18,975.28	\$2.25	\$18,402.75	\$2.25	\$18,402.75	\$7.00	\$57,253.00
16	TOPSOIL BORROW SPECIAL (CV)	CU YD	1,059.00	\$35.00	\$37,065.00	\$0.01	\$10.59	\$27.50	\$29,122.50	\$26.70	\$28,275.30	\$26.70	\$28,275.30	\$32.80	\$34,735.20
17	AGGREGATE BASE CL 5 (CV) 100% CRUSHED QUARRY ROCK	CU YD	2,300.00	\$37.00	\$85,100.00	\$58.00	\$133,400.00	\$57.25	\$131,675.00	\$64.70	\$148,810.00	\$64.70	\$148,810.00	\$45.85	\$105,455.00
18	AGGREGATE SURFACING (CV), CLASS 2	CU YD	30.00	\$60.00	\$1,800.00	\$82.00	\$2,460.00	\$95.50	\$2,865.00	\$55.75	\$1,672.50	\$55.75	\$1,672.50	\$46.75	\$1,402.50
19	AGGREGATE BASE CL 5 (P) (CV) 100% CRUSHED QUARRY ROCK (TRAIL)	CU YD	105.00	\$37.00	\$3,885.00	\$63.00	\$6,615.00	\$90.60	\$9,513.00	\$48.40	\$5,082.00	\$48.40	\$5,082.00	\$46.65	\$4,898.25
20	AGGREGATE EMBANKMENT, CL 5 (CV)(VARIABLE DEPTH EXCAVATION)	CU YD	815.00	\$37.00	\$30,155.00	\$0.01	\$8.15	\$57.25	\$46,658.75	\$40.50	\$33,007.50	\$40.50	\$33,007.50	\$33.62	\$27,400.30
21	GEOTEXTILE FABRIC TYPE 7	SQ YD	6,755.00	\$3.50	\$23,642.50	\$2.90	\$19,589.50	\$2.50	\$16,887.50	\$2.05	\$13,847.75	\$2.05	\$13,847.75	\$2.85	\$19,251.75
22	GEOTEXTILE FABRIC TYPE 7 (TRAIL)	SQ YD	600.00	\$3.50	\$2,100.00	\$2.90	\$1,740.00	\$2.50	\$1,500.00	\$2.30	\$1,380.00	\$2.30	\$1,380.00	\$2.85	\$1,710.00
23	1.5" TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)(SPWEA340C)	TON	495.00	\$90.00	\$44,550.00	\$83.00	\$41,085.00	\$97.20	\$48,114.00	\$79.00	\$39,105.00	\$105.00	\$51,975.00	\$100.00	\$49,500.00
24	2" TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,C)(SPWEB340C)	TON	636.00	\$92.00	\$58,512.00	\$76.00	\$48,336.00	\$87.75	\$55,809.00	\$72.00	\$45,792.00	\$97.00	\$61,692.00	\$85.00	\$54,060.00
25	BITUMINOUS MATERIAL FOR TACK COAT	GAL	255.00	\$2.00	\$510.00	\$2.10	\$535.50	\$4.00	\$1,020.00	\$2.00	\$510.00	\$2.65	\$675.75	\$5.00	\$1,275.00
26	BITUMINOUS TAPER	LIN FT	104.00	\$4.00	\$416.00	\$16.00	\$1,664.00	\$18.00	\$1,872.00	\$15.00	\$1,560.00	\$42.00	\$4,368.00	\$10.00	\$1,040.00
27	D418 MODIFIED CONCRETE CURB & GUTTER	LIN FT	1,860.00	\$24.00	\$44,640.00	\$20.00	\$37,200.00	\$18.83	\$35,023.80	\$18.25	\$33,945.00	\$20.00	\$37,200.00	\$18.50	\$34,410.00
28	6" CPE PIPE DRAIN W/ SOCK	LIN FT	1,860.00	\$14.00	\$26,040.00	\$9.00	\$16,740.00	\$9.79	\$18,209.40	\$9.50	\$17,670.00	\$9.50	\$17,670.00	\$20.00	\$37,200.00
29	5" CONCRETE WALK	SQ FT	5,240.00	\$10.00	\$52,400.00	\$7.15	\$37,466.00	\$7.17	\$37,570.80	\$6.10	\$31,964.00	\$6.50	\$34,060.00	\$5.50	\$28,820.00
30	TRUNCATED DOMES	SQ FT	40.00	\$65.00	\$2,600.00	\$69.00	\$2,760.00	\$67.08	\$2,683.20	\$65.00	\$2,600.00	\$65.00	\$2,600.00	\$65.00	\$2,600.00
31	2" NMC CONDUIT	LIN FT	1,070.00	\$11.00	\$11,770.00	\$18.50	\$19,795.00	\$18.01	\$19,270.70	\$17.45	\$18,671.50	\$17.45	\$18,671.50	\$18.00	\$19,260.00
32	HANDHOLE	EACH	3.00	\$3,000.00	\$9,000.00	\$2,200.00	\$6,600.00	\$2,159.40	\$6,478.20	\$2,100.00	\$6,300.00	\$2,100.00	\$6,300.00	\$2,100.00	\$6,300.00



TABULATION OF BIDS

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 NAME: 2026 SOUTH FAIRWAY ESTATES - PHASE 1
 OWNER: CITY OF FOLEY, MINNESOTA
 BID DATE: 10:00 A.M., WEDNESDAY, MARCH 18, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 NORTHERN LINES		2 OMANN BROTHERS		3 KUECHLE UNDERGROUND		4 KNIFE RIVER CORPORATION		5 LAND PRIDE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
33	PRIVATE UTILITY TRENCHING	LIN FT	144.00	\$12.00	\$1,728.00	\$8.00	\$1,152.00	\$4.64	\$668.16	\$4.50	\$648.00	\$4.50	\$648.00	\$20.00	\$2,880.00
34	SEEDING	ACRE	4.50	\$800.00	\$3,600.00	\$575.00	\$2,587.50	\$722.40	\$3,250.80	\$700.00	\$3,150.00	\$700.00	\$3,150.00	\$1,550.00	\$6,975.00
35	FERTILIZER TYPE 2	POUND	1,800.00	\$2.00	\$3,600.00	\$1.00	\$1,800.00	\$0.93	\$1,674.00	\$0.90	\$1,620.00	\$0.90	\$1,620.00	\$1.00	\$1,800.00
36	SEED NORTHERN BOULEVARD	POUND	1,125.00	\$5.00	\$5,625.00	\$6.00	\$6,750.00	\$5.16	\$5,805.00	\$5.00	\$5,625.00	\$5.00	\$5,625.00	\$5.60	\$6,300.00
37	HYDRAULIC BONDED FIBER MATRIX	POUND	11,250.00	\$1.20	\$13,500.00	\$2.00	\$22,500.00	\$1.55	\$17,437.50	\$1.50	\$16,875.00	\$1.50	\$16,875.00	\$1.00	\$11,250.00
38	TEMPORARY STABILIZATION	ACRE	5.40	\$700.00	\$3,780.00	\$0.01	\$0.05	\$619.20	\$3,343.68	\$600.00	\$3,240.00	\$600.00	\$3,240.00	\$2,000.00	\$10,800.00
39	SEDIMENT CONTROL LOG	EACH	4.00	\$125.00	\$500.00	\$80.00	\$320.00	\$180.60	\$722.40	\$175.00	\$700.00	\$175.00	\$700.00	\$101.00	\$404.00
40	ROLLED EROSION PREVENTION CATEGORY 25 (EROSION CONTROL BLANKET)	SQ YD	1,965.00	\$3.00	\$5,895.00	\$2.10	\$4,126.50	\$2.17	\$4,264.05	\$2.10	\$4,126.50	\$2.10	\$4,126.50	\$2.00	\$3,930.00
41	RIPRAP, CLASS III	CU YD	132.00	\$170.00	\$22,440.00	\$100.00	\$13,200.00	\$64.39	\$8,499.48	\$70.00	\$9,240.00	\$64.00	\$8,448.00	\$90.00	\$11,880.00
42	STREET SWEEPING	HOURLY	8.00	\$100.00	\$800.00	\$185.00	\$1,480.00	\$165.00	\$1,320.00	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$250.00	\$2,000.00
43	ROCK CONSTRUCTION ENTRANCE	EACH	1.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$721.00	\$721.00	\$700.00	\$700.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00
44	BIOROLL	LIN FT	55.00	\$3.50	\$192.50	\$3.50	\$192.50	\$4.13	\$227.15	\$4.00	\$220.00	\$4.00	\$220.00	\$6.10	\$335.50
45	CULVERT END CONTROL	EACH	5.00	\$400.00	\$2,000.00	\$200.00	\$1,000.00	\$154.80	\$774.00	\$450.00	\$2,250.00	\$150.00	\$750.00	\$110.00	\$550.00
46	SILT FENCE, TYPE MS	LIN FT	3,000.00	\$3.50	\$10,500.00	\$2.25	\$6,750.00	\$2.06	\$6,180.00	\$2.00	\$6,000.00	\$2.00	\$6,000.00	\$2.50	\$7,500.00
47	SIGN PANELS TYPE C	SQ FT	15.00	\$35.00	\$525.00	\$58.00	\$870.00	\$51.60	\$774.00	\$50.00	\$750.00	\$50.00	\$750.00	\$58.00	\$870.00
STORM SEWER															
48	12" RC PIPE CLV	LIN FT	44.00	\$68.00	\$2,992.00	\$49.00	\$2,156.00	\$60.30	\$2,653.20	\$70.00	\$3,080.00	\$60.00	\$2,640.00	\$85.00	\$3,740.00
49	15" RC PIPE CLV	LIN FT	169.00	\$70.00	\$11,830.00	\$53.00	\$8,957.00	\$67.45	\$11,399.05	\$75.00	\$12,675.00	\$67.00	\$11,323.00	\$59.00	\$9,971.00
50	18" RC PIPE CLIII	LIN FT	638.00	\$90.00	\$57,420.00	\$56.00	\$35,728.00	\$73.58	\$46,944.04	\$67.00	\$42,746.00	\$73.00	\$46,574.00	\$62.00	\$39,556.00
51	12" RC APRON	EACH	2.00	\$1,300.00	\$2,600.00	\$1,000.00	\$2,000.00	\$1,472.70	\$2,945.40	\$1,200.00	\$2,400.00	\$1,475.00	\$2,950.00	\$1,319.00	\$2,638.00
52	15" RC APRON	EACH	2.00	\$1,800.00	\$3,600.00	\$1,050.00	\$2,100.00	\$1,547.31	\$3,094.62	\$1,300.00	\$2,600.00	\$1,550.00	\$3,100.00	\$1,363.00	\$2,726.00
53	18" RC APRON	EACH	4.00	\$3,200.00	\$12,800.00	\$1,110.00	\$4,440.00	\$1,655.64	\$6,622.56	\$1,400.00	\$5,600.00	\$1,659.00	\$6,636.00	\$1,425.00	\$5,700.00
54	JET CLEAN STORM SEWER	LIN FT	851.00	\$3.00	\$2,553.00	\$2.00	\$1,702.00	\$2.04	\$1,736.04	\$1.80	\$1,531.80	\$2.00	\$1,702.00	\$2.00	\$1,702.00
55	SUMP PUMP LOT SERVICE	EACH	18.00	\$300.00	\$5,400.00	\$420.00	\$7,560.00	\$665.64	\$11,981.52	\$290.00	\$5,220.00	\$290.00	\$5,220.00	\$500.00	\$9,000.00
56	DRAINAGE STRUCTURE, DESIGN H	EACH	2.00	\$3,000.00	\$6,000.00	\$2,175.00	\$4,350.00	\$298.70	\$597.40	\$3,100.00	\$6,200.00	\$2,744.00	\$5,488.00	\$2,333.00	\$4,666.00
57	DRAINAGE STRUCTURE 48-4020	EACH	2.00	\$4,500.00	\$9,000.00	\$3,300.00	\$6,600.00	\$3,665.91	\$7,331.82	\$4,900.00	\$9,800.00	\$3,672.00	\$7,344.00	\$3,627.00	\$7,254.00
58	48" POND SKIMMER STRUCTURE	EACH	1.00	\$6,000.00	\$6,000.00	\$6,600.00	\$6,600.00	\$9,510.73	\$9,510.73	\$6,500.00	\$6,500.00	\$9,528.00	\$9,528.00	\$7,360.00	\$7,360.00
WATER MAIN															
59	CONNECT TO EXISTING WATER MAIN	EACH	1.00	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$3,445.15	\$3,445.15	\$17,800.00	\$17,800.00	\$3,451.00	\$3,451.00	\$2,286.00	\$2,286.00
60	HYDRANT **	EACH	4.00	\$2,885.00	\$11,540.00	\$1,000.00	\$4,000.00	\$1,209.03	\$4,836.12	\$1,710.00	\$6,840.00	\$1,211.00	\$4,844.00	\$989.00	\$3,956.00
61	12" GATE VALVE AND BOX	EACH	2.00	\$6,000.00	\$12,000.00	\$5,800.00	\$11,600.00	\$6,740.09	\$13,480.18	\$6,025.00	\$12,050.00	\$6,752.00	\$13,504.00	\$5,325.00	\$10,650.00
62	8" GATE VALVE AND BOX **	EACH	1.00	\$1,495.00	\$1,495.00	\$420.00	\$420.00	\$1,198.81	\$1,198.81	\$475.00	\$475.00	\$1,201.00	\$1,201.00	\$350.00	\$350.00
63	6" GATE VALVE AND BOX **	EACH	4.00	\$1,360.00	\$5,440.00	\$385.00	\$1,540.00	\$1,164.10	\$4,656.40	\$475.00	\$1,900.00	\$1,154.00	\$4,616.00	\$350.00	\$1,400.00
64	12" WATER MAIN - DUCTILE IRON CL 50	LIN FT	490.00	\$120.00	\$58,800.00	\$107.00	\$52,430.00	\$91.85	\$45,006.50	\$115.00	\$56,350.00	\$91.00	\$44,590.00	\$97.00	\$47,530.00



TABULATION OF BIDS

SEH NO.: FOLEY 187473
 NAME: 2026 SOUTH FAIRWAY ESTATES - PHASE 1
 OWNER: CITY OF FOLEY, MINNESOTA
 BID DATE: 10:00 A.M., WEDNESDAY, MARCH 18, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 NORTHERN LINES		2 OMANN BROTHERS		3 KUECHLE UNDERGROUND		4 KNIFE RIVER CORPORATION		5 LAND PRIDE	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
65	8" WATER MAIN - DUCTILE IRON CL 52 **	LIN FT	935.00	\$45.00	\$42,075.00	\$21.00	\$19,635.00	\$16.51	\$15,436.85	\$46.00	\$43,010.00	\$16.00	\$14,960.00	\$31.00	\$28,985.00
66	6" WATER MAIN - DUCTILE IRON CL 52 **	LIN FT	78.00	\$68.00	\$5,304.00	\$25.00	\$1,950.00	\$16.58	\$1,293.24	\$62.00	\$4,836.00	\$18.00	\$1,404.00	\$50.00	\$3,900.00
67	3" INSULATION	SQ YD	12.00	\$50.00	\$600.00	\$32.00	\$384.00	\$51.60	\$619.20	\$20.00	\$240.00	\$51.00	\$612.00	\$40.00	\$480.00
68	DUCTILE IRON FITTINGS	POUND	650.00	\$17.00	\$11,050.00	\$17.00	\$11,050.00	\$19.61	\$12,746.50	\$20.00	\$13,000.00	\$19.00	\$12,350.00	\$20.00	\$13,000.00
69	8"X6" TEE (MJ) **	EACH	3.00	\$835.00	\$2,505.00	\$255.00	\$765.00	\$553.15	\$1,659.45	\$730.00	\$2,190.00	\$549.00	\$1,647.00	\$400.00	\$1,200.00
70	8" - 22-1/2 DEGREE BEND (MJ-MJ) **	EACH	3.00	\$483.60	\$1,450.80	\$170.00	\$510.00	\$553.15	\$1,659.45	\$405.00	\$1,215.00	\$549.00	\$1,647.00	\$400.00	\$1,200.00
71	8" - 11-1/4 DEGREE BEND (MJ-MJ) **	EACH	2.00	\$431.50	\$863.00	\$170.00	\$340.00	\$553.15	\$1,106.30	\$405.00	\$810.00	\$549.00	\$1,098.00	\$400.00	\$800.00
72	TRACER WIRE SYSTEM (WATER)	EACH	1.00	\$5,000.00	\$5,000.00	\$3,900.00	\$3,900.00	\$3,564.53	\$3,564.53	\$735.00	\$735.00	\$3,536.00	\$3,536.00	\$5,000.00	\$5,000.00
73	1" CORPORATION **	EACH	18.00	\$478.00	\$8,604.00	\$110.00	\$1,980.00	\$428.28	\$7,709.04	\$210.00	\$3,780.00	\$425.00	\$7,650.00	\$175.00	\$3,150.00
74	1" CURB STOP **	EACH	18.00	\$373.00	\$6,714.00	\$110.00	\$1,980.00	\$277.61	\$4,996.98	\$240.00	\$4,320.00	\$276.00	\$4,968.00	\$175.00	\$3,150.00
75	1" TYPE K COPPER WATER SERVICE **	LIN FT	805.00	\$39.00	\$31,395.00	\$17.00	\$13,685.00	\$14.45	\$11,632.25	\$19.00	\$15,295.00	\$14.00	\$11,270.00	\$32.00	\$25,760.00
SANITARY SEWER															
76	CONNECT TO EXISTING SANITARY SEWER MANHOLE (PLUG AND CORE DRILL)	EACH	1.00	\$6,500.00	\$6,500.00	\$27,000.00	\$27,000.00	\$17,114.69	\$17,114.69	\$35,000.00	\$35,000.00	\$16,978.00	\$16,978.00	\$6,200.00	\$6,200.00
77	8" PVC SANITARY SEWER (SDR 35) **	LIN FT	713.00	\$57.00	\$40,641.00	\$25.00	\$17,825.00	\$19.61	\$13,981.93	\$64.00	\$45,632.00	\$19.00	\$13,547.00	\$50.00	\$35,650.00
78	8" PVC SANITARY SEWER (SDR 26)	LIN FT	126.00	\$90.00	\$11,340.00	\$45.00	\$5,670.00	\$19.61	\$2,470.86	\$105.00	\$13,230.00	\$33.00	\$4,158.00	\$65.00	\$8,190.00
79	15" PVC SANITARY SEWER (SDR 26)(PS115)	LIN FT	490.00	\$250.00	\$122,500.00	\$297.00	\$145,530.00	\$183.70	\$90,013.00	\$288.00	\$141,120.00	\$183.00	\$89,670.00	\$292.00	\$143,080.00
80	SANITARY SEWER MANHOLE (0 - 8 FT)	EACH	7.00	\$9,600.00	\$67,200.00	\$6,150.00	\$43,050.00	\$7,742.06	\$54,194.42	\$10,300.00	\$72,100.00	\$7,680.00	\$53,760.00	\$5,650.00	\$39,550.00
81	EXCESS MANHOLE DEPTH	LIN FT	91.68	\$400.00	\$36,672.00	\$100.00	\$9,168.00	\$556.25	\$50,997.00	\$157.00	\$14,393.76	\$552.00	\$50,607.36	\$322.00	\$29,520.96
82	CONSTRUCT 8" OUTSIDE DROP	VERT FT	12.23	\$2,000.00	\$24,460.00	\$550.00	\$6,726.50	\$1,222.92	\$14,956.31	\$1,000.00	\$12,230.00	\$1,214.00	\$14,847.22	\$635.00	\$7,766.05
83	COARSE FILTER AGGREGATE (CV)	CU YD	423.00	\$40.00	\$16,920.00	\$0.01	\$4.23	\$49.54	\$20,955.42	\$0.01	\$4.23	\$49.00	\$20,727.00	\$52.00	\$21,996.00
84	8" X 4" PVC SERVICE WYE (SDR 26) **	EACH	18.00	\$517.00	\$9,306.00	\$115.00	\$2,070.00	\$275.54	\$4,959.72	\$10.00	\$180.00	\$274.00	\$4,932.00	\$175.00	\$3,150.00
85	4" PVC SERVICE PIPE (SDR 26)(INCLUDING RISER PIPE) **	LIN FT	825.00	\$37.50	\$30,937.50	\$18.00	\$14,850.00	\$20.64	\$17,028.00	\$21.00	\$17,325.00	\$20.00	\$16,500.00	\$42.00	\$34,650.00
86	4" PVC SERVICE 45 DEGREE BEND (SDR26)(SPIGOT X GASKET) **	EACH	36.00	\$25.00	\$900.00	\$10.00	\$360.00	\$18.58	\$668.88	\$38.00	\$1,368.00	\$18.00	\$648.00	\$100.00	\$3,600.00
87	TRACER WIRE SYSTEM (SANITARY)	EACH	1.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$2,779.18	\$2,779.18	\$880.00	\$880.00	\$2,757.00	\$2,757.00	\$5,000.00	\$5,000.00
88	CLEAN AND TELEWISE SANITARY SEWER	LIN FT	1,329.00	\$4.50	\$5,980.50	\$2.75	\$3,654.75	\$1.55	\$2,059.95	\$1.65	\$2,192.85	\$1.50	\$1,993.50	\$2.00	\$2,658.00
GRAND TOTAL BID					\$1,624,083.80		\$1,096,603.07		\$1,185,389.84		\$1,251,792.54		\$1,264,534.93		\$1,293,162.51

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TABULATION OF BIDS

SEH NO.: FOLEY 187473
 NAME: 2026 SOUTH FAIRWAY ESTATES - PHASE 1
 OWNER: CITY OF FOLEY, MINNESOTA
 BID DATE: 10:00 A.M., WEDNESDAY, MARCH 18, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	6		7		8		9		10	
				D&D CONTRACTING	TOTAL	RYAN CONTRACTING	TOTAL	J.R. FERCHE	TOTAL	GEISLINGER & SONS	TOTAL	RL LARSON EXCAVATING	TOTAL
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
STREET													
1	MOBILIZATION	LUMP SUM	1.00	\$65,000.00	\$65,000.00	\$75,000.00	\$75,000.00	\$92,500.00	\$92,500.00	\$76,000.00	\$76,000.00	\$90,000.00	\$90,000.00
2	CLEARING	ACRE	0.25	\$12,000.00	\$3,000.00	\$15,000.00	\$3,750.00	\$23,000.00	\$5,750.00	\$20,000.00	\$5,000.00	\$26,400.00	\$6,600.00
3	GRUBBING	ACRE	0.25	\$3,000.00	\$750.00	\$15,000.00	\$3,750.00	\$14,000.00	\$3,500.00	\$20,000.00	\$5,000.00	\$8,460.00	\$2,115.00
4	CLEAR TREE	EACH	2.00	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00	\$1,150.00	\$2,300.00	\$1,000.00	\$2,000.00	\$792.50	\$1,585.00
5	GRUB TREE	EACH	2.00	\$300.00	\$600.00	\$300.00	\$600.00	\$250.00	\$500.00	\$200.00	\$400.00	\$264.00	\$528.00
6	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	115.00	\$6.00	\$690.00	\$6.00	\$690.00	\$4.00	\$460.00	\$3.20	\$368.00	\$3.20	\$368.00
7	REMOVE BITUMINOUS PAVING	SQ YD	54.00	\$9.00	\$486.00	\$12.00	\$648.00	\$6.00	\$324.00	\$5.00	\$270.00	\$7.20	\$388.80
8	SALVAGE AND REINSTALL SIGN AND POST	EACH	1.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$175.00	\$175.00	\$211.50	\$211.50
9	REMOVE HYDRANT, GATE VALVE AND BOX, AND TEE	LUMP SUM	1.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$1,350.00	\$1,350.00
10	REMOVE DI PIPE	LIN FT	68.00	\$40.00	\$2,720.00	\$10.00	\$680.00	\$20.00	\$1,360.00	\$5.00	\$340.00	\$20.70	\$1,407.60
11	REMOVE STORM SEWER CULVERT	LIN FT	24.00	\$40.00	\$960.00	\$10.00	\$240.00	\$9.00	\$216.00	\$20.00	\$480.00	\$17.00	\$408.00
12	TRAFFIC CONTROL	LUMP SUM	1.00	\$1,450.00	\$1,450.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$1,320.00	\$1,320.00
13	EXCAVATION - COMMON (CV)	CU YD	12,719.00	\$8.00	\$101,752.00	\$7.15	\$90,940.85	\$14.50	\$184,425.50	\$13.00	\$165,347.00	\$14.50	\$184,425.50
14	EXCAVATION - SUBGRADE (CV)	CU YD	815.00	\$12.00	\$9,780.00	\$9.65	\$7,864.75	\$12.00	\$9,780.00	\$10.10	\$8,231.50	\$45.08	\$36,740.20
15	COMMON EMBANKMENT (CV)(ONSITE MATERIAL INCLUDES TOPSOIL)	CU YD	8,179.00	\$7.00	\$57,253.00	\$6.15	\$50,300.85	\$9.50	\$77,700.50	\$8.15	\$66,658.85	\$12.30	\$100,601.70
16	TOPSOIL BORROW SPECIAL (CV)	CU YD	1,059.00	\$24.00	\$25,416.00	\$56.00	\$59,304.00	\$40.00	\$42,360.00	\$35.00	\$37,065.00	\$35.00	\$37,065.00
17	AGGREGATE BASE CL 5 (CV) 100% CRUSHED QUARRY ROCK	CU YD	2,300.00	\$42.00	\$96,600.00	\$51.55	\$118,565.00	\$50.00	\$115,000.00	\$43.00	\$98,900.00	\$59.60	\$137,080.00
18	AGGREGATE SURFACING (CV), CLASS 2	CU YD	30.00	\$60.00	\$1,800.00	\$55.00	\$1,650.00	\$63.00	\$1,890.00	\$55.00	\$1,650.00	\$135.00	\$4,050.00
19	AGGREGATE BASE CL 5 (P) (CV) 100% CRUSHED QUARRY ROCK (TRAIL)	CU YD	105.00	\$42.00	\$4,410.00	\$58.00	\$6,090.00	\$57.00	\$5,985.00	\$50.00	\$5,250.00	\$66.80	\$7,014.00
20	AGGREGATE EMBANKMENT, CL 5 (CV)(VARIABLE DEPTH EXCAVATION)	CU YD	815.00	\$38.00	\$30,970.00	\$45.00	\$36,675.00	\$49.00	\$39,935.00	\$43.00	\$35,045.00	\$20.00	\$16,300.00
21	GEOTEXTILE FABRIC TYPE 7	SQ YD	6,755.00	\$3.00	\$20,265.00	\$4.15	\$28,033.25	\$3.75	\$25,331.25	\$3.20	\$21,616.00	\$2.80	\$18,914.00
22	GEOTEXTILE FABRIC TYPE 7 (TRAIL)	SQ YD	600.00	\$3.50	\$2,100.00	\$4.50	\$2,700.00	\$5.00	\$3,000.00	\$4.05	\$2,430.00	\$3.00	\$1,800.00
23	1.5" TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)(SPWEA340C)	TON	495.00	\$99.49	\$49,247.55	\$79.00	\$39,105.00	\$91.00	\$45,045.00	\$79.00	\$39,105.00	\$100.50	\$49,747.50
24	2" TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,C)(SPWEB340C)	TON	636.00	\$89.78	\$57,100.08	\$72.00	\$45,792.00	\$83.00	\$52,788.00	\$72.00	\$45,792.00	\$93.00	\$59,148.00
25	BITUMINOUS MATERIAL FOR TACK COAT	GAL	255.00	\$4.50	\$1,147.50	\$2.00	\$510.00	\$2.50	\$637.50	\$2.00	\$510.00	\$5.30	\$1,351.50
26	BITUMINOUS TAPER	LIN FT	104.00	\$19.82	\$2,061.28	\$15.00	\$1,560.00	\$18.00	\$1,872.00	\$15.00	\$1,560.00	\$25.40	\$2,641.60
27	D418 MODIFIED CONCRETE CURB & GUTTER	LIN FT	1,860.00	\$22.70	\$42,222.00	\$26.00	\$48,360.00	\$21.00	\$39,060.00	\$18.45	\$34,317.00	\$19.30	\$35,898.00
28	6" CPE PIPE DRAIN W/ SOCK	LIN FT	1,860.00	\$22.00	\$40,920.00	\$10.45	\$19,437.00	\$8.00	\$14,880.00	\$7.00	\$13,020.00	\$15.80	\$29,388.00
29	5" CONCRETE WALK	SQ FT	5,240.00	\$9.00	\$47,160.00	\$8.00	\$41,920.00	\$7.70	\$40,348.00	\$5.35	\$28,034.00	\$7.30	\$38,252.00
30	TRUNCATED DOMES	SQ FT	40.00	\$72.00	\$2,880.00	\$90.00	\$3,600.00	\$75.00	\$3,000.00	\$65.00	\$2,600.00	\$68.70	\$2,748.00
31	2" NMC CONDUIT	LIN FT	1,070.00	\$19.00	\$20,330.00	\$17.50	\$18,725.00	\$20.00	\$21,400.00	\$17.50	\$18,725.00	\$18.40	\$19,688.00
32	HANDHOLE	EACH	3.00	\$2,300.00	\$6,900.00	\$2,100.00	\$6,300.00	\$2,450.00	\$7,350.00	\$2,100.00	\$6,300.00	\$2,210.00	\$6,630.00



TABULATION OF BIDS

SEH NO.: FOLEY 187473
 NAME: 2026 SOUTH FAIRWAY ESTATES - PHASE 1
 OWNER: CITY OF FOLEY, MINNESOTA
 BID DATE: 10:00 A.M., WEDNESDAY, MARCH 18, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	6 D&D CONTRACTING		7 RYAN CONTRACTING		8 J.R. FERCHE		9 GEISLINGER & SONS		10 RL LARSON EXCAVATING	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
33	PRIVATE UTILITY TRENCHING	LIN FT	144.00	\$12.00	\$1,728.00	\$15.00	\$2,160.00	\$6.00	\$864.00	\$5.00	\$720.00	\$21.10	\$3,038.40
34	SEEDING	ACRE	4.50	\$530.00	\$2,385.00	\$175.00	\$787.50	\$200.00	\$900.00	\$700.00	\$3,150.00	\$2,250.00	\$10,125.00
35	FERTILIZER TYPE 2	POUND	1,800.00	\$0.80	\$1,440.00	\$85.00	\$153,000.00	\$1.00	\$1,800.00	\$1.00	\$1,800.00	\$0.90	\$1,620.00
36	SEED NORTHERN BOULEVARD	POUND	1,125.00	\$5.00	\$5,625.00	\$5.00	\$5,625.00	\$6.00	\$6,750.00	\$5.00	\$5,625.00	\$5.10	\$5,737.50
37	HYDRAULIC BONDED FIBER MATRIX	POUND	11,250.00	\$1.46	\$16,425.00	\$1.50	\$16,875.00	\$2.00	\$22,500.00	\$1.50	\$16,875.00	\$0.90	\$10,125.00
38	TEMPORARY STABILIZATION	ACRE	5.40	\$2,650.00	\$14,310.00	\$800.00	\$4,320.00	\$3,000.00	\$16,200.00	\$600.00	\$3,240.00	\$1,740.00	\$9,396.00
39	SEDIMENT CONTROL LOG	EACH	4.00	\$53.00	\$212.00	\$40.00	\$160.00	\$55.00	\$220.00	\$175.00	\$700.00	\$290.50	\$1,162.00
40	ROLLED EROSION PREVENTION CATEGORY 25 (EROSION CONTROL BLANKET)	SQ YD	1,965.00	\$2.10	\$4,126.50	\$1.00	\$1,965.00	\$1.20	\$2,358.00	\$2.10	\$4,126.50	\$1.70	\$3,340.50
41	RIPRAP, CLASS III	CU YD	132.00	\$150.00	\$19,800.00	\$70.00	\$9,240.00	\$110.00	\$14,520.00	\$150.00	\$19,800.00	\$85.00	\$11,220.00
42	STREET SWEEPING	HOURL	8.00	\$175.00	\$1,400.00	\$150.00	\$1,200.00	\$100.00	\$800.00	\$200.00	\$1,600.00	\$185.00	\$1,480.00
43	ROCK CONSTRUCTION ENTRANCE	EACH	1.00	\$2,750.00	\$2,750.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$850.00	\$850.00	\$1,550.00	\$1,550.00
44	BIOROLL	LIN FT	55.00	\$3.50	\$192.50	\$4.00	\$220.00	\$5.00	\$275.00	\$4.00	\$220.00	\$9.60	\$528.00
45	CULVERT END CONTROL	EACH	5.00	\$265.00	\$1,325.00	\$175.00	\$875.00	\$200.00	\$1,000.00	\$175.00	\$875.00	\$105.50	\$527.50
46	SILT FENCE, TYPE MS	LIN FT	3,000.00	\$3.00	\$9,000.00	\$2.00	\$6,000.00	\$2.65	\$7,950.00	\$2.00	\$6,000.00	\$2.30	\$6,900.00
47	SIGN PANELS TYPE C	SQ FT	15.00	\$60.00	\$900.00	\$50.00	\$750.00	\$65.00	\$975.00	\$55.00	\$825.00	\$52.90	\$793.50
STORM SEWER													
48	12" RC PIPE CLV	LIN FT	44.00	\$56.50	\$2,486.00	\$65.00	\$2,860.00	\$106.00	\$4,664.00	\$100.00	\$4,400.00	\$84.60	\$3,722.40
49	15" RC PIPE CLV	LIN FT	169.00	\$63.00	\$10,647.00	\$70.00	\$11,830.00	\$106.00	\$17,914.00	\$110.00	\$18,590.00	\$66.50	\$11,238.50
50	18" RC PIPE CLIII	LIN FT	638.00	\$68.00	\$43,384.00	\$75.00	\$47,850.00	\$106.00	\$67,628.00	\$115.00	\$73,370.00	\$71.40	\$45,553.20
51	12" RC APRON	EACH	2.00	\$970.00	\$1,940.00	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$1,490.00	\$2,980.00
52	15" RC APRON	EACH	2.00	\$1,040.00	\$2,080.00	\$200.00	\$400.00	\$1,500.00	\$3,000.00	\$1,700.00	\$3,400.00	\$1,590.00	\$3,180.00
53	18" RC APRON	EACH	4.00	\$1,150.00	\$4,600.00	\$2,100.00	\$8,400.00	\$1,750.00	\$7,000.00	\$1,800.00	\$7,200.00	\$1,830.00	\$7,320.00
54	JET CLEAN STORM SEWER	LIN FT	851.00	\$5.25	\$4,467.75	\$4.00	\$3,404.00	\$3.00	\$2,553.00	\$3.00	\$2,553.00	\$1.90	\$1,616.90
55	SUMP PUMP LOT SERVICE	EACH	18.00	\$1,670.00	\$30,060.00	\$615.00	\$11,070.00	\$965.00	\$17,370.00	\$1,000.00	\$18,000.00	\$857.00	\$15,426.00
56	DRAINAGE STRUCTURE, DESIGN H	EACH	2.00	\$1,754.00	\$3,508.00	\$2,500.00	\$5,000.00	\$2,650.00	\$5,300.00	\$2,100.00	\$4,200.00	\$3,500.00	\$7,000.00
57	DRAINAGE STRUCTURE 48-4020	EACH	2.00	\$2,615.00	\$5,230.00	\$3,500.00	\$7,000.00	\$4,200.00	\$8,400.00	\$3,100.00	\$6,200.00	\$3,550.00	\$7,100.00
58	48" POND SKIMMER STRUCTURE	EACH	1.00	\$6,175.00	\$6,175.00	\$8,500.00	\$8,500.00	\$5,200.00	\$5,200.00	\$9,000.00	\$9,000.00	\$7,330.00	\$7,330.00
WATER MAIN													
59	CONNECT TO EXISTING WATER MAIN	EACH	1.00	\$2,604.00	\$2,604.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$7,830.00	\$7,830.00
60	HYDRANT **	EACH	4.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$1,700.00	\$6,800.00	\$2,500.00	\$10,000.00	\$1,480.00	\$5,920.00
61	12" GATE VALVE AND BOX	EACH	2.00	\$6,715.50	\$13,431.00	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00	\$5,500.00	\$11,000.00	\$6,460.00	\$12,920.00
62	8" GATE VALVE AND BOX **	EACH	1.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$692.50	\$692.50
63	6" GATE VALVE AND BOX **	EACH	4.00	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00	\$900.00	\$3,600.00	\$489.50	\$1,958.00
64	12" WATER MAIN - DUCTILE IRON CL 50	LIN FT	490.00	\$114.00	\$55,860.00	\$120.00	\$58,800.00	\$105.00	\$51,450.00	\$115.00	\$56,350.00	\$131.00	\$64,190.00



TABULATION OF BIDS

SEH NO.: FOLEY 187473
 NAME: 2026 SOUTH FAIRWAY ESTATES - PHASE 1
 OWNER: CITY OF FOLEY, MINNESOTA
 BID DATE: 10:00 A.M., WEDNESDAY, MARCH 18, 2026

ITEM	DESCRIPTION	UNIT	QUANTITY	6		7		8		9		10	
				D&D CONTRACTING	TOTAL	RYAN CONTRACTING	TOTAL	J.R. FERCHE	TOTAL	GEISLINGER & SONS	TOTAL	RL LARSON EXCAVATING	TOTAL
				UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST	
65	8" WATER MAIN - DUCTILE IRON CL 52 **	LIN FT	935.00	\$40.00	\$37,400.00	\$40.00	\$37,400.00	\$34.00	\$31,790.00	\$70.00	\$65,450.00	\$39.10	\$36,558.50
66	6" WATER MAIN - DUCTILE IRON CL 52 **	LIN FT	78.00	\$38.00	\$2,964.00	\$40.00	\$3,120.00	\$34.00	\$2,652.00	\$60.00	\$4,680.00	\$59.40	\$4,633.20
67	3" INSULATION	SQ YD	12.00	\$28.00	\$336.00	\$30.00	\$360.00	\$35.00	\$420.00	\$45.00	\$540.00	\$34.00	\$408.00
68	DUCTILE IRON FITTINGS	POUND	650.00	\$19.00	\$12,350.00	\$14.00	\$9,100.00	\$15.00	\$9,750.00	\$13.45	\$8,742.50	\$15.50	\$10,075.00
69	8"X6" TEE (MJ) **	EACH	3.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$750.00	\$2,250.00	\$300.00	\$900.00	\$865.50	\$2,596.50
70	8" - 22-1/2 DEGREE BEND (MJ-MJ) **	EACH	3.00	\$250.00	\$750.00	\$400.00	\$1,200.00	\$600.00	\$1,800.00	\$300.00	\$900.00	\$730.00	\$2,190.00
71	8" - 11-1/4 DEGREE BEND (MJ-MJ) **	EACH	2.00	\$250.00	\$500.00	\$400.00	\$800.00	\$600.00	\$1,200.00	\$300.00	\$600.00	\$730.00	\$1,460.00
72	TRACER WIRE SYSTEM (WATER)	EACH	1.00	\$4,450.00	\$4,450.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,100.00	\$3,100.00	\$3,310.00	\$3,310.00
73	1" CORPORATION **	EACH	18.00	\$350.00	\$6,300.00	\$500.00	\$9,000.00	\$250.00	\$4,500.00	\$1,000.00	\$18,000.00	\$451.00	\$8,118.00
74	1" CURB STOP **	EACH	18.00	\$300.00	\$5,400.00	\$500.00	\$9,000.00	\$450.00	\$8,100.00	\$1,000.00	\$18,000.00	\$609.00	\$10,962.00
75	1" TYPE K COPPER WATER SERVICE **	LIN FT	805.00	\$37.00	\$29,785.00	\$40.00	\$32,200.00	\$30.00	\$24,150.00	\$3.00	\$2,415.00	\$36.40	\$29,302.00
SANITARY SEWER													
76	CONNECT TO EXISTING SANITARY SEWER MANHOLE (PLUG AND CORE DRILL)	EACH	1.00	\$2,800.00	\$2,800.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$45,100.00	\$45,100.00
77	8" PVC SANITARY SEWER (SDR 35) **	LIN FT	713.00	\$42.00	\$29,946.00	\$60.00	\$42,780.00	\$57.00	\$40,641.00	\$125.00	\$89,125.00	\$68.20	\$48,626.60
78	8" PVC SANITARY SEWER (SDR 26)	LIN FT	126.00	\$40.00	\$5,040.00	\$80.00	\$10,080.00	\$96.00	\$12,096.00	\$425.00	\$53,550.00	\$78.70	\$9,916.20
79	15" PVC SANITARY SEWER (SDR 26)(PS115)	LIN FT	490.00	\$222.00	\$108,780.00	\$300.00	\$147,000.00	\$244.00	\$119,560.00	\$450.00	\$220,500.00	\$528.50	\$258,965.00
80	SANITARY SEWER MANHOLE (0 - 8 FT)	EACH	7.00	\$3,800.00	\$26,600.00	\$5,000.00	\$35,000.00	\$5,500.00	\$38,500.00	\$15,000.00	\$105,000.00	\$7,430.00	\$52,010.00
81	EXCESS MANHOLE DEPTH	LIN FT	91.68	\$379.50	\$34,792.56	\$250.00	\$22,920.00	\$350.00	\$32,088.00	\$337.00	\$30,896.16	\$297.50	\$27,274.80
82	CONSTRUCT 8" OUTSIDE DROP	VERT FT	12.23	\$575.00	\$7,032.25	\$500.00	\$6,115.00	\$1,750.00	\$21,402.50	\$1,200.00	\$14,676.00	\$327.00	\$3,999.21
83	COARSE FILTER AGGREGATE (CV)	CU YD	423.00	\$45.00	\$19,035.00	\$50.00	\$21,150.00	\$50.00	\$21,150.00	\$48.20	\$20,388.60	\$40.70	\$17,216.10
84	8" X 4" PVC SERVICE WYE (SDR 26) **	EACH	18.00	\$150.00	\$2,700.00	\$500.00	\$9,000.00	\$550.00	\$9,900.00	\$1,800.00	\$32,400.00	\$899.50	\$16,191.00
85	4" PVC SERVICE PIPE (SDR 26)(INCLUDING RISER PIPE) **	LIN FT	825.00	\$28.00	\$23,100.00	\$40.00	\$33,000.00	\$36.00	\$29,700.00	\$6.00	\$4,950.00	\$36.10	\$29,782.50
86	4" PVC SERVICE 45 DEGREE BEND (SDR26)(SPIGOT X GASKET) **	EACH	36.00	\$300.00	\$10,800.00	\$20.00	\$720.00	\$20.00	\$720.00	\$55.00	\$1,980.00	\$135.50	\$4,878.00
87	TRACER WIRE SYSTEM (SANITARY)	EACH	1.00	\$4,600.00	\$4,600.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00	\$2,790.00	\$2,790.00
88	CLEAN AND TELEVISION SANITARY SEWER	LIN FT	1,329.00	\$3.00	\$3,987.00	\$3.00	\$3,987.00	\$2.20	\$2,923.80	\$3.00	\$3,987.00	\$1.70	\$2,259.30
GRAND TOTAL BID					\$1,358,259.97		\$1,586,014.20		\$1,606,282.05		\$1,756,139.11		\$1,797,907.71

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Foley Police Department Call Summary Report - 2026 -



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Driving Conduct	23	18	21										
Equipment Vio.	106	67	46										
Speed	29	18	38										
DWI/DUI	0	1	0										
DAR/S/C	2	1	3										
# Citations Issued	*7	*4	*10										
Accidents	6	2	4										
Hit and Run	0	1	0										
Thefts	3	1	6										
Child	7	13	13										
Controlled Substance	0	1	0										
Suspicious Activity	42	54	58										
Burglaries/Robbery	1	0	1										
Medicals/Welfare	27	17	21										
Assaults/Domestics	6	7	5										
Harassment	6	4	11										
CDP/Vandalism	1	0	1										
Animal Complaints	3	2	4										
City Ordinance	15	13	1										
Parking Tickets	18	29	27										
Disturbing the Peace	6	6	10										
Gun Permits	4	3	10										
Warrant Arrests	2	3	3										
Civil	6	4	13										
Lockout	3	4	3										
Assist other Agencies	14	21	16										
Special Events	2	4	2										
Misc.	81	75	83										
TZD Hours	0 HRS	0 Hours	0 Hours										
Total:	413	369	400										

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

**CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA**

RESOLUTION 2026-15

**RESOLUTION APPROVING SALE OF RESIDENTIAL LOTS LOCATED WITHIN
SOUTH FAIRWAY ESTATES**

WHEREAS, the City of Foley previously operated a wastewater treatment facility on property owned by the City; and

WHEREAS, the wastewater treatment facility has been partially decommissioned and a significant portion the property is no longer needed for municipal utility purposes; and

WHEREAS, the City has platted the property as the subdivision known as South Fairway Estates for residential development; and

WHEREAS, some remaining utility infrastructure remains on the property in reserved utility easements and subject to State bonding restrictions as contained in Benton County Recorder Document #: 462976; and

WHEREAS, the City Council finds that encouraging residential construction within the City promotes the public purposes of community growth, expansion of the City's housing supply, and expansion of the local tax base; and

WHEREAS, the City has incurred costs associated with preparing the property for residential development, including but not limited to platting, engineering, and installation of public infrastructure and utilities; and

WHEREAS, the City Council finds that the proposed sale price of approximately \$50,000 per lot reflects the fair market value of comparable residential lots in the region and will allow the City to recoup a portion of the public costs associated with development of the subdivision; and

WHEREAS, the City intends to sell the lots on a first-come, first-served basis pursuant to a standard form purchase agreement approved by the City; and

WHEREAS, in order to ensure that the lots are developed for residential use in a timely manner and to prevent speculative holding of undeveloped property, the City finds it necessary to require that purchasers construct a residential dwelling on the property within two (2) years after closing; and

WHEREAS, the City further finds it appropriate to include a reverter provision in the deed providing that if construction of a residential dwelling is not completed within the required timeframe, title to the property will revert to the City; and

WHEREAS, the City also intends to record certain restrictive covenants applicable to the lots, including limitations on permitted construction types due to soil and groundwater conditions, prohibition of manufactured homes, and a requirement that the lots be used solely for single-family residential purposes; and

WHEREAS, the City is working with the state on infrastructure grant funds which may require additional conditions or restrictions on the lots;

WHEREAS, purchasers of the lots within South Fairway Estates will remain responsible for payment of applicable Sewer Availability Charges (SAC), Water Availability Charges (WAC), building permit fees, and any other applicable charges at the time of development.

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

1. The City Council finds that the property described in the South Fairway Estates is no longer needed for municipal utility purposes and is suitable for residential development.
2. The City Council finds that the sale of the residential lots within the plat serves a valid public purpose, including promoting residential growth and development within the City and expanding the City's tax base.
3. The City Council approves the marketing of the residential lots within the plat at prices generally ranging from \$40,000 to \$50,000 per lot, as established by the City with consideration with the number of lots purchased in a transaction.
4. The City Administrator and Mayor are authorized to execute standard form purchase agreements for the sale of the lots on a first-come, first-served basis. This is based upon interest that was expressed when the City first started the project to develop lots.
5. All prospective purchasers shall be provided the uniform disclosure sheet for the property.
6. If the state grant requires additional restrictions, they will be incorporated into the sale process.
7. Each deed conveying a lot shall include:
 - a. a requirement that construction of a single-family residence be completed within two (2) years after closing;
 - b. a reverter provision providing that title to the property shall revert to the City if the construction requirement is not satisfied; and
 - c. reference to recorded restrictive covenants applicable to the subdivision.
8. The restrictive covenants shall include, at minimum:
 - a. a requirement that the lots be used solely for single-family residential purposes;
 - b. prohibition of manufactured/modular homes;
 - c. limitations on foundation or construction types necessary due to soil and groundwater conditions; and
 - d. such other reasonable development restrictions as the City may determine are necessary for orderly development of the subdivision.

9. Purchasers shall be responsible for all applicable development-related fees at the time of construction, including Sewer Availability Charges (SAC), Water Availability Charges (WAC), park fee and building permit fees.
10. The Mayor and City Administrator are authorized to take all actions necessary to implement this resolution and complete the sale of the lots.

Adopted by the City Council of the City of Foley this 7th day of April, 2026.

Brandon Voit, Mayor

ATTEST:

Sarah Brunn, Administrator

CITY OF FOLEY

SOUTH FAIRWAY ESTATES RESIDENTIAL LOT DISCLOSURE

The City of Foley has developed excess land formerly associated with the City's wastewater treatment facility in order to create additional residential lots. The property has been platted as South Fairway Estates. This disclosure is provided to all prospective purchasers so that all buyers receive consistent information regarding the subdivision.

1. **Restrictive Covenants**. The lots within South Fairway Estates are subject to recorded restrictive covenants, attached as **Exhibit A**.
2. **Residential Use Restriction**. Each lot shall be used solely for construction of one single-family residential dwelling. Manufactured homes, as defined in the City's zoning ordinance, are not permitted within the subdivision.
3. **Prior Wastewater Facility Use**. The property within South Fairway Estates was previously part of the City's wastewater treatment facility site. The wastewater ponds located north of the subdivision remain in use as shown in **Exhibit B**. Purchasers of lots within South Fairway Estates may occasionally experience sights, odors, insects, equipment activity, or other conditions associated with the ongoing operation of the wastewater ponds.
4. **No Speculative Purchases**. The South Fairway Estates has been developed for the purpose of fostering residential construction and not for speculative purchases.
5. **Soil Conditions and Groundwater**. Similar to other areas within the City, the subdivision is subject to relatively high groundwater conditions and soils that may limit the feasibility of traditional full-basement construction. Certain foundation types may be required. Soil and groundwater conditions may vary from lot to lot. Purchasers are responsible for consulting with their builder, engineer, or other professionals regarding appropriate foundation design and construction methods.
6. **Foundation Construction Requirements**. Residential dwellings constructed on lots within must utilize foundation types consistent with the building options identified in **Exhibit C**. These requirements are intended to address the soil and groundwater conditions present within the subdivision. The City makes no representation or warranty regarding soil conditions, groundwater conditions, or the suitability of any lot for full basement construction or other specific foundation types.
7. **Construction Requirement and Reverter**. Each deed conveying a lot within will include a construction requirement and reverter provision requiring construction of a dwelling within specified time periods:
 - a. Construction must commence within one (1) year after closing;
 - b. Construction must be substantially completed within two (2) years after closing;
 - or
 - c. Substantial completion means issuance of a certificate of occupancy by the City.

If the construction requirement is not satisfied within the required time periods, title to the property may revert to the City as provided in the deed. A sample deed provision containing the reverter language is attached as **Exhibit D**.

8. **Drainage and Grading**. Lots within the subdivision are subject to established drainage patterns and grading requirements. Owners are responsible for constructing and maintaining improvements in a manner that does not alter established drainage patterns or adversely affect adjacent properties or public drainage systems.
9. **Temporary Structures and Residency**. No temporary structures, trailers, recreational vehicles, tents, or similar structures shall be used as a residence on any lot. Temporary construction trailers or storage structures may be used during active construction of a dwelling but must be removed upon completion of construction.
10. **Independent Investigation**. Purchasers are responsible for conducting their own investigation of the property, including soil conditions, groundwater conditions, drainage conditions, utilities, and the suitability of the property for their intended construction. Buyers should consult with their builder, engineer, or other professionals regarding site conditions prior to construction.
11. **Sewer and Water Connection Charges**. Purchasers of lots within will be responsible for payment of applicable Sewer Availability Charges (SAC), Water Availability Charges (WAC), building permit fees, and other development-related fees at the time building permits are issued.
12. **Property Taxes**. The property is currently owned by the City of Foley and is therefore exempt from property taxation. After a lot is sold to a private owner, the property will become subject to property taxation in accordance with Minnesota law. Purchasers will be responsible for real estate taxes first payable after closing.
13. **Bond Finance Restriction**. Lots 1 through 6 of Block 1 are subject to a bond finance restriction pursuant to the Real Property Declaration recorded September 22, 2022, as Document No. 462976. This relates to a sewer force main located within the utility easements on these lots. The restriction does not preclude the construction of a single-family residence. This restriction runs with the land and survives transfer of ownership.

This disclosure is provided for informational purposes only so that all buyers receive the same information regarding the subdivision. Buyers are encouraged to inspect the property and conduct any investigations they deem necessary prior to purchasing a lot. All lots are sold on a first come first served basis. This disclosure is not a warranty and does not replace the need for independent investigation by Buyer.

VACANT RESIDENTIAL LOT PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made between the City of Foley, Minnesota (“City”), and _____ (“Buyer”).

1. **Property.** City agrees to sell to Buyer the real property legally described as: Lot ___, Block ___, South Fairway Estates, Benton County, Minnesota (“Property”).
2. **Purchase Price.** The purchase price for the Property shall be \$_____ (“Purchase Price”). Buyer shall deposit earnest money of \$_____ with the Title Company within five (5) days after acceptance of this Agreement. The earnest money shall be applied to the Purchase Price at Closing.
3. **Closing.** Closing shall occur within sixty (60) days after acceptance of this Agreement, or on another date agreed by the parties. Closing shall take place at Benton County Abstract & Title Company (the “Title Company”). City will pay the costs of issuing the Title Commitment. Buyer will pay all costs of the ALTA Form Owner’s Title Policy. Buyer and City shall each pay ½ of any customary closing fee or charge imposed by the Title Company. City shall pay applicable state deed tax. Buyer will pay the recording fee for the deed.
4. **Title.** City shall provide a commitment for an Owner’s Policy of Title Insurance in the amount of the Purchase Price. The Property shall be subject to Declarations of Restriction in favor of the City. Buyer shall have ten (10) days after receipt of the commitment to make written objections to title. If objections are not cured prior to Closing, Buyer may terminate this Agreement and receive a return of the earnest money.
5. **Taxes and Assessments.** Real estate taxes first payable after Closing shall be the responsibility of the Buyer. Buyer acknowledges that Sewer Availability Charges (SAC), Water Availability Charges (WAC), building permit fees, and all other development-related fees will be the responsibility of Buyer at the time of construction.
6. **Construction Requirement.** The parties acknowledge that Buyer’s commitment to build a single-family home is a material condition of this Purchase Agreement. Buyer shall secure a building permit and commence the construction of a single-family dwelling on the Property within twelve (12) months after Closing and shall substantially complete construction within twenty-four (24) months after Closing. Substantial completion means issuance of a certificate of occupancy by the City. The City Council may, but is not obligated to, extend these deadlines for good cause.
7. **Reverter.** If Buyer fails to secure a building permit or substantially complete construction within the required time periods, title to the Property shall revert to the City as provided in the deed.

8. **Transfer Restriction.** Buyer may not transfer the Property prior to issuance of a Certificate of Completion without the prior written consent of the City, which shall not be unreasonably withheld.

9. **City Representations.** City represents that: (1) City owns the Property, (2) City has authority to enter into this Agreement and convey the Property, and (3) City has not received notice of pending assessment, liens, condemnation, or other claims affecting the Property.

10. **Disclosures.** Buyer acknowledges receipt of the City of Foley Property Disclosure Sheet, attached as **Exhibit A**. Buyer acknowledges that Buyer has had the opportunity to inspect the Property and conduct any investigations Buyer deems necessary regarding soils, drainage, utilities, and suitability for construction. Buyer is relying on Buyer's own inspection and investigation of the Property.

11. **Default.** If Buyer defaults under this Agreement and fails to cure such default within fifteen (15) days after written notice, City may terminate this Agreement and retain the earnest money as liquidated damages. If City defaults, Buyer may pursue specific performance or other remedies available at law.

12. **Notices.** Any notice required under this Agreement shall be given by mail or overnight delivery to the following addresses:

City:

City of Foley

With a copy to: Rinke Noonan, Ltd.
 c/o Adam Ripple
 1015 W St. Germain St., Suite 300
 St. Cloud, MN 56301
 Aripple@RinkeNoonan.com

Buyer:

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. This Agreement binds and benefits the parties and their successors and assigns. All of the terms, representations and warranties in this Agreement will survive and be enforceable after the Closing.

I agree to sell the property for the price and terms and conditions set forth above.

I agree to purchase the property for the price and terms and conditions set forth above.

Dated: _____,
20__

Dated: _____, 20__

CITY OF FOLEY, MINNESOTA

<name>, Buyer

By _____
Its _____

<name>, Buyer

EXHIBIT A

City of Foley Property Disclosure Sheet

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS (this “**Declaration**”) is made and entered into as of _____, 2026 (the “**Effective Date**”), by **City of Foley, Minnesota**, a body politic under the laws of Minnesota (“**Declarant**”).

RECITALS

- A.** Declarant is the owner of certain real property located within the plat known as South Fairway Estates, Benton County, Minnesota, legally described in **Exhibit A** (the “**Property**”). Declarant desires to impose certain restrictive covenants upon all lots within the Property.
- B.** This Declaration provides for certain building restrictive covenants as to residential dwellings.

DECLARATION

The Declarant makes the following Declaration. The restrictions described below shall apply to the Property and shall run with the land and shall be binding on all parties and all persons claiming under them:

1. **Use Restriction.** Each lot shall be used solely for construction of one single-family residential dwelling and customary residential accessory uses. No manufactured homes, as defined by the City’s zoning ordinance, shall be permitted. No temporary structures, trailers, or storage buildings may be used as a residence.
2. **Foundation and Drainage Improvements.** Due to soil and groundwater conditions within the subdivision, residential dwellings shall utilize foundation systems consistent with the building options described in **Exhibit B**. The City makes no representation or warranty regarding soil conditions, groundwater conditions, or the suitability of any lot for basements or particular foundation types. Each owner is responsible for verifying soil conditions, drainage conditions, and foundation design for improvements constructed on the owner’s lot. Each dwelling shall include sump pump systems and drainage improvements as required by the City Building Official.

3. **Lot Grading and Drainage Patterns.** Each lot shall be graded so as to maintain the drainage patterns established by the subdivision grading plan approved by the City. No owner shall alter the drainage pattern of a lot in a manner that adversely affects drainage on adjacent lots or public drainage systems. The City may require corrective action if grading or improvements interfere with established drainage patterns.

4. **Severability.** Invalidation of any of the provisions contained in this Declaration, or of the application of them to any person, by judgment or court order, will in no way affect any of the other provisions of this Declaration or the application to any other person, and the same will remain in full force and effect.

5. **Enforcement.** The City of Foley shall have the right to enforce these covenants by any proceeding by law or in equity. In addition, the City may enforce these covenants through its administrative and regulatory authority, including but not limited to the withholding or denial of building permits, inspections, approvals, or certificates of occupancy for any lot within the Property that is not in compliance with these covenants. The rights of enforcement contained in this section are cumulative and shall not limit any other remedies available to the City.

6. **Term and Binding Effect.** These covenants shall run with the land for a period of thirty (30) years from the date of recording and shall automatically renew for successive ten (10) year periods unless amended or terminated by the City. This Declaration shall be recorded against the Property.

[Signature page to follow.]

The parties have executed this Declaration of Covenants as of the Effective Date.

DECLARANT:

Grantor:

CITY OF FOLEY, MINNESOTA

By _____
Brandon Voit, Its Mayor

CITY OF FOLEY, MINNESOTA

By _____
Sarah Brunn, Its Administrator

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 20__, by Brandon Voit, as the Mayor of the City of Foley.

Notary Public

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 20__, by Sarah A. Brunn, as the Administrator of the City of Foley.

Notary Public

THIS INSTRUMENT DRAFTED BY:
RINKE NOONAN (AAR/mjr)
1015 West St. Germain Street, Suite 300
P.O. Box 1497
St. Cloud, MN 56302
320-251-6700
File No. 04313-0276

EXHIBIT A

(Legal Description)

Lot ____, Block ____, South Fairway Estates, Benton County, Minnesota.

EXHIBIT B

(Foundation Restrictions)

<insert>

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.3.4 (2016)

eCRV Number: _____

DATE: _____, 20__

DEED TAX DUE: \$ _____

FOR VALUABLE CONSIDERATION, **City of Foley, Minnesota**, a body politic under the laws of Minnesota (“City”), hereby conveys and quitclaims to **<insert name of each Grantee>** (“Buyer”), as **<tenants in common>** **<joint tenants>**, real property in Benton County, Minnesota, legally described as follows:

Lot <>, Block <>, South Fairway Estates

together with all hereditaments and appurtenances belonging thereto.

This conveyance is made subject to the Declaration of Restrictive Covenants recorded on **<date>**, as Document No. **_____**, Benton County Recorder.

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

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

City and Buyer agree that this Deed is subject to the following covenants, conditions, restrictions and provisions:

1. Construction Requirement and Possibility of Reverter. Buyer expressly covenants that Buyer shall commence construction of a single-family dwelling on the Property within twelve (12) months after the date of this Deed and shall substantially complete construction within twenty-four (24) months after the date of this Deed. For purposes of this provision, “commence construction” means the installation of permanent structural improvements pursuant to a valid

building permit; “substantial completion” means issuance of a certificate of occupancy by the City. If the dwelling is not substantially completed within this time period, title to the Property shall automatically revert to the City of Foley, Minnesota, subject to the mortgagee protection provision below. The City Council, in its sole discretion, may extend the time periods contained in this section for good cause.

2. **Subordination.** The possibility of reverter described in this Deed shall be subordinate to the lien of any mortgage securing financing for construction of the dwelling. In the event a mortgagee acquires title to the Property through foreclosure or deed in lieu of foreclosure, the mortgagee shall not be subject to the automatic reverter provided in this Deed; however, any subsequent purchaser of the Property from the mortgagee shall remain subject to the construction requirement contained herein.

3. **Evidence of Reversion.** The City may record an affidavit or other instrument confirming that title to the Property has reverted pursuant to this Deed.

4. **Release of Reverter.** Upon issuance of a certificate of occupancy for the dwelling constructed on the Property, the City shall, upon request of the owner, execute and record a document confirming satisfaction of the construction requirement and termination of the possibility of reverter.

5. **Runs With the Land.** The covenant and possibility of reverter contained in this Deed shall run with the land and shall bind the Buyer and the Buyer’s successors and assigns.

CITY OF FOLEY, MINNESOTA

By _____
Brandon Voit, Its Mayor

By _____
Sarah Brunn, Its Administrator

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 20__, by Brandon Voit, as the Mayor of the City of Foley.

Notary Public

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 20__, by Sarah A. Brunn, as the Administrator of the City of Foley.

Notary Public

<name>, Buyer

<name>, Buyer

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__, by <name>, <married to <> / a single adult>.

Notary Public

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__, by <name>, <married to <> / a single adult>.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Rinke Noonan (AAR/mjr)
1015 West St. Germain, Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
BP (320) 251-6700
File No. 04313-0276

**TAX STATEMENTS FOR THE REAL
PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:**

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 04-07-26 –COUNCIL MEETING
DATE: APRIL 3, 2026

Consent Agenda

The resignation of Stacy Graham is in the consent agenda. Personnel committee did meet and decided to move ahead with posting immediately so we can try to have a new person onboarded by end of May. Things will be hectic in the office next week as we have audit fieldwork this coming week. That will be followed by all the spring activities like preparing and opening the swimming lesson schedule and onboarding our seasonal staff.

I am also working on hiring a new pool manager as our prior one will not be returning. That posting closes next week.

Chief McMillin has placed the fair contract and SRO contract on the consent agenda. These are very similar to what you have seen in the past. The school board has already approved the SRO contract as well.

Foley Commercial Rehab Forgivable Loan Program

Amanda Othoudt with BEP has helped us with establishing these program guidelines. We are doing so in trying to use up money that is restricted in our Small Cities fund. This money (approximately 80k) needs to be used in an approved program or returned to the state. EDA will review the program prior to the council meeting. Amanda can answer any questions you have at the meeting.

2026 South Fairway Estates Construction Bids

Jarod Griffith is not available for the meeting but will have another representative present the construction bids. We will request the council accept the bids to move this project forward. We are still working on a construction timeline – due to weather and also the status of our state funding. We will have constructions services and more information to provide at another council meeting.

South Fairway Lot Sale Agreements

I have included a resolution and draft agreements in your packet for South Fairway Estates. The council needs to discuss some of the terms and conditions that are in these documents – explained in the resolution. We also could have some additional changes based on if we are able to obtain the state grant funding. The second part of this is how we offer these lots for sale. The attorney & I are recommending first-come, first-serve based on the interest we had when we started this process. I currently have a list of 5 builders in order and would start with top giving them an opportunity and go from there.

Northside Project

We know there have been questions on the northside project. Keep in mind it's still fairly cool and now wet again with this fresh snow. Jarod Griffith will not be at the meeting on Tuesday but will have a better update on when they will continue work later in April.

Industrial Park Land

The city engineer will be bringing a quote on the wetland delineation for the property across from L.E.I. to the May meeting.

Audit Fieldwork

This is scheduled for April 6-8. Keep in mind this is when the majority of the work is done but it does spill over for the next few weeks. The auditors will be in person at City Hall on April 8th.

Benton County Subdivision

Staff is working on an alley vacation and subdivision request for Benton County's current facility (annex and old courthouse). We anticipate that to come in this month for May planning. A public hearing will also be conducted on April 21st to clean up an old alley vacation.

Workshop

The goals/priorities list has again been included.

Upcoming Reminders:

April 3 – City Hall Closes @ 11:30am – Holiday

April 7 – EDA Meeting (prior to council)

April 7 – Council Meeting @ 5:30pm

April 13 – Planning Commission (tentative)

April 21 – Council Meeting @ 5:30pm – Council Conversations

May 5 – Council Meeting

May 11 – Planning Commission (tentative)