



**City Council – Meeting Agenda  
June 2, 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 May 5, 2026.
  - Approve closure of downtown streets for Foley Fun Days.
  - Approve closure of 7<sup>th</sup> Avenue for Fun Days car show – June 16, 2026.
  - Approve **NOT** waiving statutory limits for city insurance renewal – League of MN Cities Insurance Trust Waiver Form.
  - Approve quote on new City server (Shift Technologies).
  - Approve payment of bills.
5. Mayor’s Comments and Open Forum
6. Benton Economic Partnership – Amanda Othoudt
  - Consider approval of CEE agreements for Tier II Housing Program.
7. Benton County – Consider & Approve Minor Subdivision Request
  - Adopt Resolution #2026- 18 Approving Benton County Minor Subdivision
8. Public Hearing – Duane Foss Variance Request
  - Adopt Resolution #2026-17 Approving Variance
9. Public Hearing – Liquor License Renewals
  - On Sale Liquor: Mr. Jim’s, Foley American Legion, and Stone Creek.
  - Sunday On Sale Liquor: Mr. Jim’s, Foley American Legion, and Stone Creek.
  - Off Sale Liquor: Coborn’s Liquor, Foley American Legion, and Super Spirits.
  - 3.2 Off Sale – Coborn’s Inc., Little Dukes
  - Non-enclosed Premises On Sale Liquor: Foley American Legion, Stone Creek and Mr. Jim’s.
  - Temporary Liquor Licenses:
    - Foley Lion’s Club –to be used for Foley Fun Days, June 15-17, 2026.
    - St. John’s Church, 621 Dewey Street, to be used July 19, 2026.
    - Foley Chamber of Commerce, 329 Oak Drive, to be used for Oktoberfest on September 19, 2026.
10. Wastewater Regionalization Project Update – Jared Voge, Bolton & Menk



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11. Approve Tobacco Licenses – By Motion

- Brenny Oil
- Casey’s Retail Co #1813
- Coborn’s Liquor
- Coborn’s Grocery Store
- Dollar General
- Little Dukes
- Speedway
- Super Spirits

12. 2025 Audit Presentation & Report – Ashley Megher, Schlenner & Wenner

- Review presentation, financial statements and final governance communications.
- Consider motion to accept 2025 Audit Report.

13. Department Reports:

- City Attorney- Adam Ripple
- Police Department –Katie McMillin
- City Engineer – Jarod Griffith
  - Consider & Approve Change Order #2 – 2025 Lead Service Lines.
  - Consider & Approve construction services for 2025 Lead Service Lines.
  - Consider & Approve Change Order #1 – 2026 Lead Service Lines.
  - Consider & Approve construction services for 2026 Lead Service Lines.
  - Consider & Approve Pay Application #9 – 2025 Northside Improvements.
  - Consider & Approve Change Order #1- 2025 Northside Street & Utility Improvements
- Public Works/Fire – Mark Pappenfus
  - Consider approval of utility locator.
- Administration – Sarah Brunn
  - Discussion on New Life Development Agreement amendment related to temp driveway.

14. Old Business

- South Fairway Estates
  - Approve Resolution #2026-19 Approving Sale of Residential Lots of South Fairway Estates.
  - Approve Development Agreement for passing on subsidized lot price.
  - Approve other purchase documents.

15. New Business

16. Adjourn

CITY OF FOLEY, MINNESOTA  
CITY COUNCIL MEETING – May 5, 2026

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

Members Present: Mayor Voit, Councilmembers Jeff Gondeck, Debra Mathiowetz, Gary Swanson, and Stephanie Lloyd

Members Absent: None

The pledge of allegiance was recited.

Motion was made and seconded to approve the revised agenda which removed the housing contracts in the consent agenda and South Fairway resolution/purchase agreements.

Motion carried, unanimous.

Motion was made and seconded to approve the consent agenda.

**Consent Agenda:**

- Approve minutes of April 21, 2026.
- Approve 2026 seasonal pay rates.
- Approve purchase of Fire Ski Unit for Side x Side UTV (with grant and donation funds).
- Approve closure of Broadway Avenue N on September 12th for church and concert event.
- Approve update to assets list of Foley Public Library.
- Approve hiring of full-time Admin Assist/UB Clerk, Melissa Studanski.
- Approve Foley Legion staff responses.
- Approve payment of bills.

Motion carried, unanimous.

**Executive Meeting Minutes: City Projects and Zoning**

- **Meeting Name:** Foley City Council Meeting
- **Date:** 2026-05-05
- **Announcements & Reports:** Received an update on the "Foley Fun Days" event and the April police report, which highlighted the transition to a new records system and a focus on nuisance ordinance enforcement.

- **2026 Lead Service Replacement:** The construction services agreement with SCH for the 2026 lead service replacement project was approved.
- **Industrial Park Wetland Delineation:** The service agreement for wetland delineation on city-owned industrial park property was approved to prepare lots for potential sale.
- **North Side Project Update:** Received an update on the final stages of the North Side project, including concrete replacement, tree planting, and final paving scheduled for late May and early June.
- **Dombrovski Meats Request (Old Business):** Discussed the procedural timeline for the zoning request, reaffirming that the standard 6-8 week process for applications, public hearings, and potential ordinance changes must be followed.

## **Community Updates and Departmental Reports**

### **Foley Fun Days Event**

- Juanita Beauchamp, the Foley Civic Chairperson, thanked the council for their continued support of Fun Days.
- The event is on track for this year and includes garage sales, button sales, book sales, a bicycle rodeo, hot air balloon rides, a hot dog eating contest, music, parades, a 5K run, and family fun night.

### **Police Department Report (April)**

- The department had 204 calls for service in April.
- This is the first full month using the new records system. As a result, traffic stops are no longer broken down into sub-categories, and vehicle unlocks are now included under the general "assist person" or miscellaneous category.
- Assaults and domestic incidents were up, partly due to issues at the school.
- Harassment calls were down, while city ordinance complaints (primarily nuisance/property cleanup) were up.
- Gun permits were down for the month.
- Predatory offender checks for the quarter were completed.
- The department is working on the bike rodeo and expects to have nearly 58 bikes.

- A second round of interviews was held for the administrative assistant position. The process was extensive, with over 50 applicants.

### **2026 Lead Service Replacement Project**

- The council reviewed an agreement for construction services with SCH for the 2026 lead service replacement project.
- The agreement is similar to the one approved for the south side project and covers construction administration and observation.
- The work is 100% eligible for PFA funds received for lead service work.

### **Project Timeline**

- The contractor, Triple E, plans to complete the work quickly once they receive the go-ahead from the Department of Health.
- The ideal start time is June, but work is pending the certificate from the health department.
- A motion was made and passed to approve the SCH construction services contract for the 2026 water service replacement.

### **Industrial Park Property Development**

- The council considered an agreement for SEH to perform wetland delineation services for city-owned property in the industrial park off Glen Street.
- The purpose is to prepare the property for a potential replating to make it sellable.
- The engineer requested a discussion on the scope of the replating to determine which wetlands needed delineation.
- The primary options involved either replating three specific lots or a larger area that could include vacating a roadway right-of-way. Vacating the road would require delineating an additional wetland.
- The council discussed the goal of making the resulting parcel as large and attractive as possible for a potential buyer while staying out of the wetlands.
- The decision was made to delineate both relevant wetlands to provide maximum flexibility for replating. This would not exceed the quoted cost, as the services are hourly.

- The delineation report will be coordinated with the local government unit (LGU) and will be valid for approximately five years.
- A motion was made and passed to approve the SGH services for the wetland delineation on the industrial park properties.

## **North Side Project Updates**

### **Construction and Restoration Schedule**

- **Current/Upcoming Week:**
  - Adjusting water service valves in green spaces.
  - Adding topsoil and performing regrading.
  - Starting removal and replacement of concrete areas identified on the punch list.
- **End of May:**
  - Tree planting and seeding.
- **Early June:**
  - Addressing and fixing issues with medians.
  - Paving the final lift of asphalt.
  - The county will also perform an edge mill and overlay on Norman Avenue concurrent with the city's final paving.
- A council member noted a section of sidewalk on Broadway that appears to be settling but was not marked for repair.
- The engineer agreed to inspect the area, noting it could be similar to the road settling issues previously addressed.
- It was confirmed that other cracked sidewalks are part of the concrete removal and replacement work already scheduled.

### **Old Business – Dombrovski Meats Request**

- The Mayor recapped the previous discussion regarding the request from Dombrovski Meats.

- The primary issue is the timing. The request implies an approval and start of work in early June, which is not feasible with the required city processes.
- An application would trigger a 6-8 week process that includes planning and zoning review, potential ordinance adjustments, a public hearing, and final council consideration.

### **Council Position**

- The city must follow the correct and established process to ensure everything is done properly.
- There can be no guarantee that an application will be recommended by Planning and Zoning or ultimately approved by the council.
- Even calling a special meeting would not circumvent the necessary steps like public hearings and ordinance updates.
- The council affirmed that the standard process must be followed and that the requested timeline is not achievable.
- It was suggested that interested parties continue to communicate with city staff (Sarah) to move forward within the established procedural framework.

Motion was made and seconded to adjourn, unanimously.

Meeting adjourned @ 5:25pm.

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

(Minutes By: Katie McMillin, using AI recording device)



**League of Minnesota Cities Insurance Trust  
Liability Coverage Waiver Form**

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Use the submit button below, otherwise, print and email to [pstech@lmc.org](mailto:pstech@lmc.org), or fax to 651.281.1298.**

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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Select one of the options below.

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#)

The member **WAIVES** monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT

LMCIT Member Name: \_\_\_\_\_

Date of member's governing body meeting: \_\_\_\_\_

Name and title of person completing this form: \_\_\_\_\_

Signature of person completing this form: \_\_\_\_\_

**BILLS LIST 6/2/2026**

Gross Salaries	Payroll - 5/15/26	\$39,737.03
EFTPS	Federal Withholding	\$7,159.93
MN Dept of Revenue	State Withholding	\$1,474.69
State Treas. PERA	PERA	\$7,841.47
Nationwide	Deferred Comp	\$1,245.34
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$1,874.69
Law Enforcement Labor Services, Inc	Union Dues	\$219.00

Gross Salaries	Payroll - 5/29/26	\$39,402.22
EFTPS	Federal Withholding	\$7,270.37
MN Dept of Revenue	State Withholding	\$1,507.13
State Treas. PERA	PERA	\$7,758.20
Nationwide	Deferred Comp	\$1,240.34
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$1,474.69

**To Be Paid 6/2/26**

AMERICAN PRESSURE, INC	SHOP PRESSURE WASHER MAINT	\$789.60
AUTO VALUE	STREET SWEEPER MAINT, PW SHOP SUPPLIES, FLOOR DRY	\$888.61
BATTERIES PLUS	UPS BACKUP BATTERIES, PW SHOP BATTERIES	\$16.31
BENTON COUNTY ATTORNEY	04/26 LEGAL FEES	\$700.00
BENTON COUNTY HIGHWAY DEPT	04/26 PD FUEL	\$832.49
BENTON COUNTY RECORDER	RESOLUTION RECORDING	\$46.00
BETON COUNTY SHERIFF'S DEPT	TYLER TECHNOLOGIES	\$2,320.00
BOLTON & MENK	WW EXP PROJECT, BIRCH DECOM	\$3,340.50
BRITE	GETAC CLOUD RENEWAL	\$2,280.00
CENTRACARE	FD PRE-EMPLOYEMENT PHYSICAL	\$108.00
CHAMBERLAIN OIL CO INC	PW VEHICLE OIL	\$127.70
CINTAS CORPORATION	PUBLIC WORKS UNIFORMS	\$429.56
CITY OF ST. CLOUD	MONTHLY WASTE WATER TREATMENT	\$33,071.45
CM2 SUPPLY	PD & FD MEDICAL EQUIP	\$356.36
COBORNS, INCORPORATED	CITY HALL SUPPLIES, FD GLUCOSE TESTING	\$89.67
COLONIAL LIFE	5/26 ACCIDENT INS	\$240.87
DTM FLEET SERVICES	CIP - JOHN DEERE MOWER TRAILER	\$14,373.00
EAST CENTRAL ENERGY	SOUTH FAIRWAY ESTATES - ELECTRIC INSTALL - LOTS 1-18	\$22,228.00
EAST CENTRAL ENERGY	UTILITIES	\$1,490.18
ESRI	GIS LICENSING	\$1,350.00
FERGUSON ENTERPRISES	TESTING SUPPLIES	\$412.91
FIRST NATIONAL BANK OF OMAHA	CREDIT CARD PURCHASES	\$3,158.23
FLAGSHIP RECREATION	NORWAY PARK PLAY STRUCTURE MAINT	\$4,395.00
FOLEY CIVIC GROUP	2026 ANNUAL CONTRIBUTION	\$6,000.00
FOLEY HARDWARE	SHOP SUPPLIES, POOL MAINT, PARK MAINT, DOWNTOWN FLOWERS	\$3,442.99
GALLS, LLC	UNIFORMS - SKLUZACEK	\$95.04
HANDYMANS INC	PARK MAINT SUPPLIES	\$287.79
HAWKINS, INC.	WELL #5 CHEMICALS	\$1,662.38
HEALTH EQUITY	5/26 HSA ADMIN FEE	\$37.85
HIRSHFIELD'S ST. CLOUD	POOL PAINT	\$3,387.93
HORIZON COMMERCIAL POOL SUPPLY	POOL SUPPLIES	\$63.00
JM TRUCK & TRACTOR REPAIR	FD UNIT 4 MAINTENANCE	\$350.00
K&K TIRE & AUTO CENTER INC	SQUAD REPAIR	\$190.38
KUTAK ROCK LLP	LEI PACKAGING MIF LOAN	\$450.00
MARCO TECHNOLOGIES, LLC	COPIER LEASE & SERVICE CALL	\$453.54
MED COMPASS	FD FIT TEST	\$60.00
MES SERVICE COMPANY, LLC	FD NOZZLES AFG GRANT 24	\$1,241.74
MIDCONTINENT COMMUNICATIONS	INTERNET & PHONE	\$404.12
MIDSTATE AUTO SALES	FD UNIT #8 WHEEL BEARING	\$450.33
MN BUREAU OF CRIMINAL APPREHENSION	DMT-G ONLINE - SKLUZACEK	\$75.00
MTI DISTRIBUTING INC	3280 TORO MOWER REPAIR	\$236.76
NANCY SCOTT	05/26 INSPECTION FEES	\$248.50
RINKE-NOONAN	SOUTH FAIRWAY ESTATES, NUISANCE, ZONING, GERNAL LEGAL	\$7,214.50
RITWAY BUSINESS FORMS	RECEIPT BOOKS	\$193.12
RMB ENVIRONMENTAL LABORATORIES	WATER & WWTP SAMPLING	\$875.73
SHIFT TECHNOLOGIES, INC	IT, OFF-SITE BACK UP, ANTIVIRUS	\$4,666.88
SHORT ELLIOT HENDRICKSON, INC	WTP FEASIBILITY, LEAD SERVICE, NORTHSIDE IMPROV, SOUTH FAIR	\$32,711.64
SILVERSMITH DATA	GPS MARKING SYSTEM	\$2,990.00
STAPLES	OFFICE SUPPLIES	\$54.99
SUN LIFE FINANCIAL	6/26 LTD INS	\$281.56
TEAM LAB	WW POND WEED SPRAY	\$789.00
TRAUT COMPANIES	POOL WATER FILTERS	\$601.40

TRIMARK MARLINN, LLC	CITY HALL/PARK CLEANING SUPPLIES	\$757.22
USABLE LIFE	6/26 LIFE INSUR	\$301.00
UTILITIES REFUND	354 MAPLE DR, 320 8TH AVE	\$305.63
VALIDITY SCREENING SOLUTIONS	BACKGROUND CHECK	\$61.00
VAN METER INC	BULK WATER BOX	\$262.00
VERIZON	CELL PHONES	\$363.23
VICTORY DOOR SYSTEMS, INC	PD GARAGE DOOR REPAIR	\$281.00
VOSS LIGHTING	SCOUT HOUSE LIGHTING	\$369.78
XCEL ENERGY	UTILITIES	\$6,186.51
	<b>TOTAL</b>	<b>\$289,853.08</b>

We have prepared a quote for you



## M365 Migration | New Server

Quote # 000072 Version 1

Prepared for:

**City of Foley**

Sarah Brunn  
sbrunn@ci.foley.mn.us

Prepared by:

**Shift Technologies**

Adrian Johnson  
adrian@shifttech.net



## Executive Summary

To whom it may concern,

Attached is the proposal for the new City of Foley server environment and M365 Migration.

This project includes 2 phases.

### Phase 1) M365 Migration

#### **Step 1: M365 Tenant Creation & Hybrid Exchange Deployment**

We'll begin by setting up the M365 tenant and deploying the hybrid model for Exchange Online. This includes installing the Active Directory Synchronization Tool on the AD server and configuring Hybrid Exchange on the existing Exchange server. This step will synchronize the on-premises environment with M365, enabling a seamless shift.

**\*\*\*Before I can do any of this, I really need to figure out who has access to ci.foley.mn.us's domain registrar or obtain login credentials myself.**

#### **Step 2: DNS Configuration**

To facilitate email flow between M365 and the current server during migration, we'll need login access to ci.foley.mn.us.com DNS settings. If we don't have these on hand, coordinating access will be essential.

#### **Step 3: Local PST Backups**

Since there is always a small risk of data loss in migrations, I'll ask all users to create a local PST backup of their mailboxes. This extra precaution will help preserve any critical emails, contacts, or calendars. We can assist in guiding staff through this backup process as needed.

#### **Step 4: License Assignment**

Before migrating mailboxes, we'll bulk assign the necessary M365 licenses to all users. This step ensures that each account is fully prepared to transition without interruptions in service.

#### **Step 5: Migration Batches**

We'll start with a pilot migration for a couple of mailboxes to verify that everything is working as expected. Once we confirm success, we'll proceed with larger batches of 5–10 mailboxes. After each account is migrated, Outlook will automatically detect the update and prompt users to sign in to M365.

#### **Step 6: Post-Migration Configuration and Support**

After completing the migration, we'll finalize Autodiscover settings and address any mailbox issues that arise. We'll also provide post-migration support to assist users with any configuration needs, ensuring minimal disruption to their workflows.

Please note that during the migration, staff may experience brief access issues or sign-in prompts as settings adjust. Choosing a time that avoids high-stakes deadlines will help minimize any impact. I'm happy to coordinate the timing with you to ensure the transition is as smooth as possible.

### Phase 2) New Physical Server (Hyper-V Host)

A new HPE DL380 Gen11 that will run two virtual servers (Active Directory and SQL/Data). The configuration includes:

- 64GB RAM and 16-Core Xeon Gold 2.8 GHz enterprise processor
- Redundant enterprise SSD storage for Performance and Fault tolerance (x4 1.92 TB SATA SSD Drives)
- Dual power supply for redundant power
- 3-year HP hardware support and remote management licensing



## Executive Summary

- Windows Server 2025 licensing with 15 user CALs

This becomes the core of your onsite infrastructure.

### Phase 3) Deployment & Migration Services


70 hours of labor estimated to build, configure, install, migrate data/services, deploy workstations, and perform a controlled cutover. This is a far overstatement, but we plan for complications or issues that arise. If the project takes 50 hours, then you would be billed for 50 hours.

This is a full onsite infrastructure modernization designed for stability, performance, and long-term service life.

### M365 Migration

Description	Price	Qty	Ext. Price
<b>The Office suite for PC and Mac with apps for tablets and phones, email plus 1 TB personal file storage and sharing, and available add-ons like PSTN calling. Does not include Microsoft Teams.</b>	\$173.40	18	\$3,121.20
<b>Labor for Service</b>	\$150.00	30	\$4,500.00
<b>Subtotal:</b>			<b>\$7,621.20</b>

### New Server

Description	Price	Qty	Ext. Price
<b>HPE Proliant DL380 Gen11, 64 GB RAM, Xeon Gold 2.8 GHz 16 Core, x4 1.92 TB SSD SATA Mirrored, Dual PSU, HPE 3 Years 24x7 Support</b> 	\$31,812.00	1	\$31,812.00
<b>Windows Server 2025 Standard - 16 Core License Pack (NCE COM BAS PER 1TM).</b>	\$1,176.00	1	\$1,176.00
<b>WINDOWS SERVER 2025 1 USER CAL VLIC COMMERCIAL</b>	\$50.00	20	\$1,000.00
<b>Labor for Service</b>	\$150.00	40	\$6,000.00
<b>Subtotal:</b>			<b>\$39,988.00</b>



1136 Kuhn Drive | St. Cloud | Minnesota | 56301

www.shifttech.net | (320) 654-1123

## M365 Migration | New Server



Prepared by:

**Shift Technologies**

Adrian Johnson  
(320) 654-1123  
adrian@shifttech.net

Prepared for:

**City of Foley**

251 4th Ave. N  
Foley, MN 56329  
Sarah Brunn  
(320) 968-7260  
sbrunn@ci.foley.mn.us

Quote Information:

**Quote #: 000072**

Version: 1  
Delivery Date: 05/28/2026  
Expiration Date: 06/24/2026

### Quote Summary

Description	Amount
M365 Migration	\$7,621.20
New Server	\$39,988.00

**Total: \$47,609.20**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Shift Technologies

### City of Foley

Signature: 

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

Name: Adrian Johnson

Name: Sarah Brunn

Title: \_\_\_\_\_

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

Date: 05/28/2026

## HOME IMPROVEMENT PROGRAM ORIGINATION AGREEMENT

This HOME IMPROVEMENT PROGRAM ORIGINATION AGREEMENT ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and between the City of Foley, a body corporate and politic under the laws of Minnesota, with offices at 251 4<sup>th</sup> Ave N, PO BOX 709, Foley, MN 56329 ("Authority"), and CENTER FOR ENERGY AND ENVIRONMENT, with offices at 212 3<sup>rd</sup> Avenue North, Suite 560, Minneapolis, Minnesota 55401 ("CEE").

### RECITALS

- A. The Authority has a need for certain professional services and desires to retain CEE to provide said services, all subject to the terms and conditions contained in this Agreement.
- B. CEE is qualified to provide the desired professional services and desires to provide said services for the Authority, all subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree as follows:

### 1. Services/Scope of Work

- 1.1 CEE shall in conjunction with the Authority develop and deliver City of Foley Housing Rehabilitation Loan Program (hereinafter the "Program") and more fully described in Exhibit A attached hereto. All activities delivered under the Program shall be coordinated with the Authority's designated Executive Director or their designee.
- 1.2 CEE shall assist the Authority staff in marketing the Program. This will include being on the CEE website and creating an information sheet about the loan program.
- 1.3 The funding source is exclusively from the Authority.

### 2. Compensation

- 2.1 The Authority shall compensate CEE for services provided under this agreement according to the schedule in Exhibit B attached hereto. The Authority shall compensate CEE only for services completed.
- 2.2 Upon request, CEE will provide additional marketing services. Hourly rates are inclusive of all overhead expenses and will be charged only for hours directly related to marketing. CEE will be reimbursed by the Authority for any non-labor, out-of-pocket expenses, relating to these services on a dollar-for-dollar basis with no mark-up.
- 2.3 CEE shall invoice the Authority not more than two times each month. The Authority shall pay CEE within 45 days of receipt of the invoice.

### 3. CLIENT's Obligations

- 3.1 If requested by CEE, the Authority shall make reasonable efforts to respond promptly to requests from CEE for information and approvals regarding the services to be provided under this Agreement.
- 3.2 If requested by CEE, the Authority shall make reasonable efforts to obtain information and or permission for access from clients which may be necessary for CEE to provide the services under this Agreement.
- 3.3 The Authority shall provide sufficient funding to fund eligible Authority funded loans. The Authority shall determine the amount of funds allocated to the Program.
- 3.4 The Authority shall establish eligibility for the Program and shall provide these criteria in writing to CEE prior to commencement of any marketing efforts .
- 3.5 The Authority shall make reasonable efforts to respond promptly to requests from CEE for information and approvals regarding the services to be provided under this Agreement.

#### **4. CEE's Obligations**

- 4.1 CEE shall use its best efforts to provide services under this Agreement in a professional manner consistent with the care and skill used by reputable members of CEE's profession.
- 4.2 CEE, and all of its employees or agents, shall comply with all statutes, ordinances, rules, regulations and other laws applicable to the provision of services under this Agreement.
- 4.3 CEE shall secure all permits and licenses required for performance of the services under this Agreement.
- 4.4 CEE shall not engage in discriminatory employment practices against any employee or applicant for employment and shall in all respects comply with all federal, state and local laws, regulations and orders, including without limitation, Chapter 363 of the Minnesota Statutes, as amended from time to time. Failure to comply with the provisions hereof shall be deemed a material default under this Agreement.

#### **5. Term and Termination**

- 5.1 Unless earlier terminated as provided in the following paragraphs, this Agreement shall become effective on August 1, 2026 and continue through December 31, 2029.
- 5.2 This Agreement may be terminated by either party, for any reason or no reason, immediately upon written notice to the other party. In the event this Agreement is terminated by CEE prior to the expiration of the term set forth in paragraph

5.1, the Authority shall compensate CEE for all services delivered up the date of termination and CEE shall provide the Authority with such information as the Authority may request regarding the status of the Program.

5.3 Any termination of this Agreement shall not release either party from their respective obligations under sections 7 and 8 of this Agreement.

## 6. Insurance

6.1 During the term of this Agreement, CEE will obtain and maintain insurance in the amounts listed below:

General Liability	\$2,000,000	Aggregate Limit
Automobile Liability	\$1,000,000	Combined Single Limit
Excess Liability	\$1,000,000	Aggregate Limit
Workers Compensation		Statutory Limit

## 7. Liability and Indemnification

7.1 CEE represents that the services to be provided under this Agreement are reasonable in scope and that CEE has the experience and ability to provide the services.

7.2 CEE warrants that any services provided hereunder shall be done in a professional and workmanlike manner.

7.3 CEE shall indemnify, defend and hold harmless Authority and its officers, directors, employees and agents from and against any and all claims, damages, losses, injuries and expenses (including attorneys' fees and damages for death, personal injury and property damage) which Authority may incur as a result of any act or omission by CEE in providing services under this Agreement.

7.4 Authority shall indemnify, defend and hold harmless CEE and its officers, directors, employees and agents from and against any and all claims, damages, losses, injuries and expenses (including attorneys' fees and damages for death, personal injury and property damage) which CEE may incur as a result of any act or omission by Authority in discharging its duties under this Agreement.

## 8. Confidentiality

Unless otherwise agreed by Authority in writing, CEE shall maintain in confidence and not disclose to any third party any information obtained regarding the Authority and/or any of Authority's clients for which CEE is providing services; provided, however, that this obligation to maintain confidentiality shall not apply to:

- a) Information in the public domain at the time of disclosure;
- b) Information which becomes part of the public domain after disclosure through no fault of CEE; or

- c) Information which CEE can demonstrate was known by it prior to the date of this Agreement.

Notwithstanding the foregoing, CEE shall be entitled to disclose the documents or client information covered by this paragraph to governmental authorities to the extent CEE reasonably believes it has a legal obligation to make such disclosures and to the extent CEE reasonably deems to be necessary; provided, however, that if CEE believes that any such disclosure is required by law, it shall provide advance notice to the Authority to provide the Authority with a reasonable opportunity to attempt to obtain an injunction or other protective order preventing such disclosure.

## **9. Relationship of Parties**

CEE will provide services as an independent contractor under this Agreement. Neither CEE, nor any of its employees or agents, shall be considered employees of the Authority for any purpose, and neither shall CEE be eligible for any compensation or benefits which the Authority may provide to its employees from time to time. CEE shall be solely responsible for all employment and other taxes applicable to providing services hereunder, and the Authority will not withhold any taxes or contributions from the compensation payable to CEE under this Agreement.

## **10. Notices**

All notices, requests, demands and other communications required to be given in writing under this Agreement shall be given to the other party in person or by mail as provided in this section. If delivered personally, notice shall be deemed to have been duly given on the date of delivery. If delivered by mail, such notice shall be sent via first class U.S. mail, postage prepaid, to the address set forth at the beginning of this Agreement or such other address as a party may otherwise request by written notice, and notice shall be deemed duly given three (3) business days after mailing.

## **11. Assignment**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns; provided, however, that neither party shall assign or transfer in any manner, this Agreement or any portion hereof without the prior written consent of the other party, and any attempt to assign or transfer without prior written consent shall be void and of no effect.

## **12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

## **13. Miscellaneous**

- 13.1 Headings and captions used in this Agreement are for convenience only and shall not affect the meaning of this Agreement.

- 13.2 This Agreement contains the entire agreement of the parties and supersedes all prior agreements, discussions and representations, written or oral, concerning the subject matter hereof.
- 13.3 No waiver by the Authority of any term or condition of this Agreement or any document referred to herein shall, whether by conduct or otherwise, be construed as a waiver or release of any other term or condition of this Agreement.
- 13.4 This Agreement may only be amended in a written agreement signed by both parties.
- 13.5 Except as expressly set forth in section 7, the rights and benefits under this Agreement shall inure solely to the benefit of the Authority and CEE, and this Agreement shall not be construed to give any rights, benefits or causes of action to any third party.
- 13.6 The invalidity or partial invalidity of any provision of this Agreement shall not invalidate the remaining provisions, and the remainder shall be construed as if the invalidated portion shall have never been a part of this Agreement.
- 13.7 CEE shall comply with the provisions of Minnesota Statutes Chapter 13 (Government Data Practices) that are applicable to the Authority and shall not disseminate any information concerning loan requests of the borrowers without the prior written approval of the Authority.
- 13.8 This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FOLEY ECONOMIC DEVELOPMENT AUTHORITY

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

Its:

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

CENTER FOR ENERGY & ENVIRONMENT

By: \_\_\_\_\_  
Stephanie Haddad

Its: Chief Operation Officer

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

Tax ID # 41-1647799

# **EXHIBIT A**

## **PROGRAM GUIDELINES**

## **CITY OF FOLEY RESIDENTIAL REHAB LOAN PROGRAM GUIDELINES**

The City of Foley Residential Rehab Loan Program is designed to supplement existing loan programs available from MHFA, CEE, private lenders, and other housing resources. Center for Energy and Environment shall serve as the administrator for the Loan Programs and will secure the most beneficial financing based on the borrower's needs independent of the funding source.

### **Home Improvement Loan**

**Interest Rate:** 3%

**Amortization Type:** Amortizing (Monthly Payments Required).

**Loan Amount:** Up to \$25,000

**Total Project Cost:** The borrower must have sufficient funds necessary to cover the cost of the entire project as outlined in the bid(s). Additional funds may come from the applicant's personal savings, gifts, or other non-City loans.

**Loan term:** Generally, one year per \$1,000 borrowed. This will be somewhat flexible depending on the size of the loan and the borrower's ability to repay the loan. The minimum term is 1 year; the maximum term will be 10 years.

**Eligible Properties:**

- 1-4 unit owner-occupied properties located within Benton County, including individual townhomes, twin homes, and condominiums.
- Property MUST be at least 30 years old
- Property MUST be in good standing with the city. CEE will verify the property is in good standing with the City.
- Property MUST have current Homeowners Insurance

**Ineligible Properties:** Properties with more than four units, cooperatives, manufactured homes, properties in the name of a Trust or Contract for Deed, or properties used for commercial purposes.

**Eligible Borrowers:** All borrowers must be legal residents of the United States.

**Ineligible Borrowers:** Including but not limited to: Foreign Nationals, Non-Occupant Co-Borrowers, and Properties in the name of a business.

**Ownership/Occupancy:** Owner-occupied only.

**Loan - to - Value Ratio:** The ratio of all loans secured by the property, including the new loan, should not exceed 110% of the property value. Half of the improvement value may be added to the initial property value. Value can be established by the Property Tax Statement, or an Appraisal dated within the past 12 months.

**Income Limit:** Applicants whose household income is at or below 80% AMI (Metro HUD table). Income shall be determined by the adjusted gross income from the most recent Federal Tax Return and family size.

If a Tax Return is not required, the income will be based on the projected gross income.

**Debt - to - Income Ratio:** 50% (calculated by using projected gross income)

**Credit Requirements:** 1) All mortgage payments must be current and reflect no 30 day late payments history in the past 12 month period (without reasonable explanation). 2) All real estate taxes must be current. 3) No outstanding judgements or collections. 4) Bankruptcy must have been discharged for at least 18 months prior to loan closing (without reasonable explanation). 5) The redemption period on prior foreclosures must have occurred at least 18 months prior to the loan application date. 6) Generally, no more than two 60-day late payments on credit report (without reasonable explanation). 7) No defaulted government loans.

**Multiple Loans per Property/Borrower:** More than one loan per property/borrower is allowed, however, the outstanding balance(s) for this loan CANNOT exceed \$25,000.

**Eligible Use of Funds:** Eligible projects include most interior and exterior permanent improvements such as roofing, doors/windows, plumbing, electrical, HVAC, insulation, rooftop solar panels, garage, driveways, sidewalks/steps, painting, flooring, additions, and landscaping, accessibility improvements, siding and exterior repairs.

• .

**Ineligible Use of Funds:** Payment for work initiated prior to the loan being approved and closed, unless due to emergency. Recreation or luxury projects (pools, lawn sprinkler systems, playground equipment, saunas, whirlpools, etc.), furniture, non-permanent appliances (unless part of a full kitchen remodel), and funds for working capital, debt service, homeowner labor or refinancing existing debts are NOT allowed.

**Bids:** The program will allow contractors to bid on renovation and remodeling projects. At least 1 bid is required from a properly licensed contractor or registered with the MN Department of Labor.

**Sweat Equity / Homeowner Labor:** The program will allow contractors to bid on renovation and remodeling projects and will also allow homeowners to perform the work using a sweat equity model. For these do-it-yourself projects, a materials list including prices is required. The cost for labor and equipment purchase will not be considered eligible expenses through the sweat equity model.

For all other projects that are not utilizing the sweat equity model, bids are required from a properly licensed contractor or registered with the MN Department of Labor.

**Post Installation Inspection:** Permits must be obtained and signed off by a City inspector where required; when not required, a post installation inspection will be performed by a City Inspector or staff at Benton Economic Partnership, Inc. to ensure the work has been completed before any funds will be released.

**Loan Security:** All loans will be secured with a mortgage in favor of The City of Foley

**Borrower Fees:** Borrower will be responsible for a 1% origination fee, title report, document preparation fee, mortgage filing and service fees, credit report fees and any applicable closing fee.

**Underwriting Decision:** Applicants must have acceptable credit history. CEE will approve or deny loans based on a credit report, income verification and other criteria as deemed necessary through CEE's underwriting guidelines. CEE's decision shall be final.

**Work Completion:** All work must be completed within 120 days of the loan closing. However, when warranted, CEE may authorize exceptions on a case-by-case basis.

### **General Program Conditions**

**Application Processing:** Loans will be distributed on a first come first serve basis as borrowers qualify. **Applicants must provide a completed application package including the following in order to be considered for funding.**

- Completed and signed application form
- Proof of income
- Bids or estimates for proposed projects
- Other miscellaneous documents loan officers may require.

In order to confirm that an Applicant possesses the necessary qualifying interest in the property to be rehabilitated, CEE must obtain a Owner's and Encumbrance Report:

- Legal Description of the Subject Property (and information on whether the property is abstract or torrens);
- ;
- Verification that property tax payments are current.
- Listing of all unsatisfied mortgages recorded on the Property.
- Credit will be a consideration in the Program, however, CEE can determine that an applicant qualifies

All loan approvals are subject to the age of the subject property, applicant's creditworthiness, verification that the borrower is current on mortgage payments. Compliance with program guidelines, and availability of funds.

**Loan Security:** All loans that will be secured with a mortgage will be in favor of The City of Foley.

**Program Costs:** Loan origination, post installation inspection and remodeling advisor visit fees will be paid out of the Program Budget. Loan program marketing efforts will be billed directly to The City of Foley and is a separate expense should the City of Foley choose to commission CEE for marketing support.

**Disbursement Process:** Payment to the contractor will be made upon completion of work. An inspection will be performed by a City Inspector and/or Benton Economic Partnership, Inc. to verify the completion of the work. The following items must be received prior to final disbursement of funds:

- Final invoice or proposal from contractor (or materials receipt from supplier);
- Final inspection verification by a City Inspector Benton Economic Partnership, Inc.;
- Completion certificate(s) signed by borrower and contractor;
- Lien waiver for entire cost of work;
- Evidence of city permit (if required)

# EXHIBIT B

## City of Foley Residential Rehab Loan Program Budget

**Budget Allocation (includes Annual Administration Fee, One Time Program Set-Up Fee and Loan Origination Fees): \$210,000**

**TOTAL PROGRAM BUDGET: \$210,000**

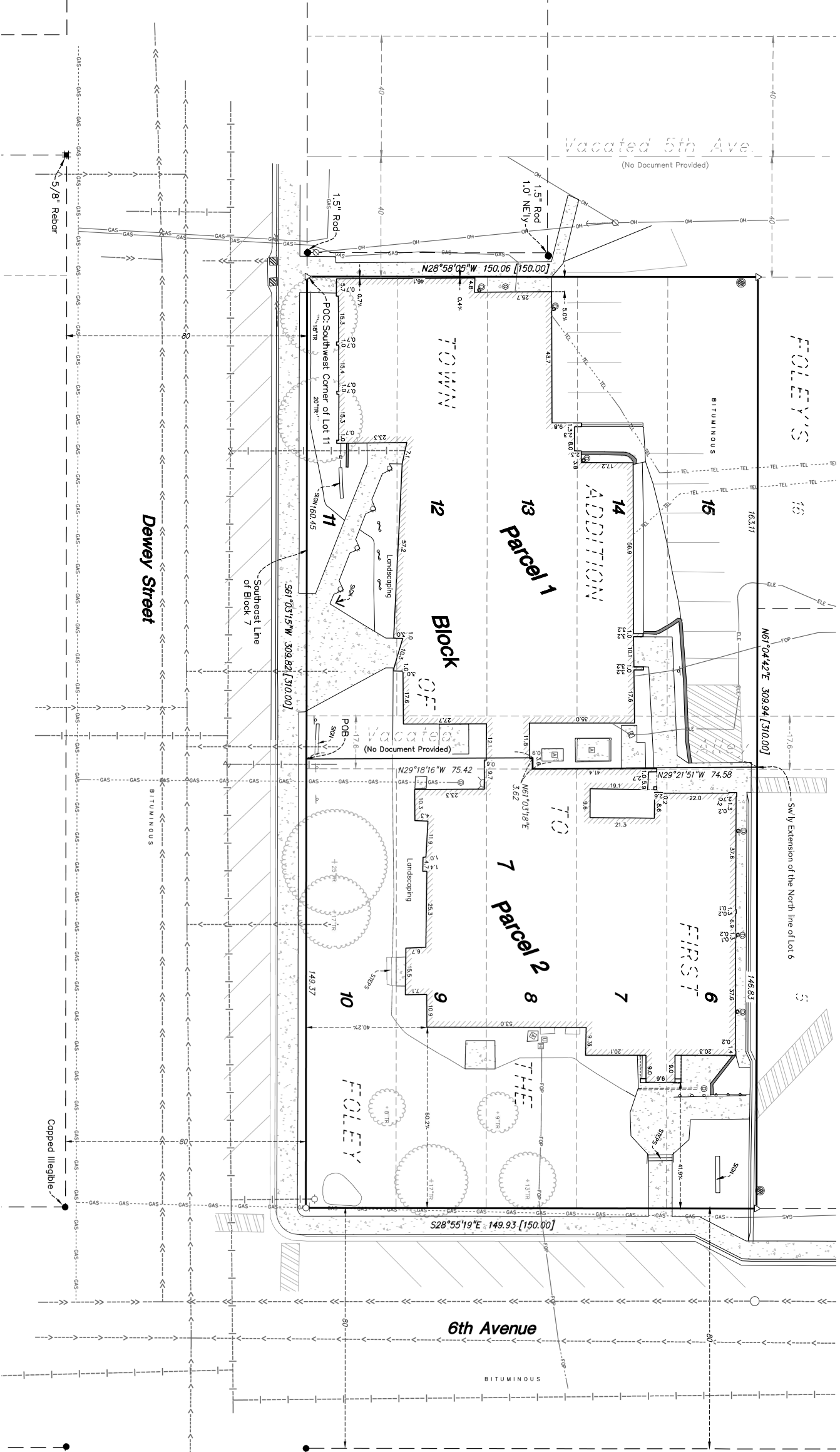
### **Budget Notes:**

1. CEE shall submit monthly invoices for grants, origination fees and post-installation inspections for that period.
2. Services performed by CEE will initially be funded from the Total Program Budget as stated above and paid in accordance with the following schedule.

(1) Annual Administration Fee	\$6,000
(2) Home Improvement Loan Origination Fee:	\$775 per loan closed
(3) One Time-Program Set-Up Fee:	\$1,500

\*Annual Administration Fee is pro-rated the first year of the contract and determined by the date the contract is executed. Annual Administration Fee shall be due January 1 each year thereafter.

3. **Marketing**  
Marketing efforts outside of CEE's website and grant information are not included in the administrative budget. Hourly rates are inclusive of all overhead expenses and will be charged only for hours directly related to the labor of all additional program marketing. CEE will also be reimbursed by the City of Foley for any non-labor, out-of-pocket expenses relating to these services on a dollar-for-dollar basis.



**DESCRIPTION OF PROPERTY SURVEYED**

(Per Schedule A of the herein referenced Title Commitment)  
 The property depicted on this survey and the easements of record shown hereon are the same as the property and the easements described in the Commitment for Title Insurance issued by Stearns County Abstract & Title Co. DBA Benton County Abstract & Title Co., File No. 2899386, effective date February 20, 2026.  
 Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota lying southwesterly of the following described line:  
 Commencing at the southwest corner of said Lot 11, Block 7, thence North 61 degrees 03 minutes 15 seconds East along the southeast line of said Block 7 a distance of 160.45 feet to the point of beginning of the line to be described, thence North 29 degrees 18 minutes 16 seconds West, 75.42 feet, thence North 61 degrees 03 minutes 18 seconds East, 3.62 feet, thence North 29 degrees 21 minutes 51 seconds West, 74.58 feet to the southwesterly extension of the north line of said Lot 6, Block 7 and there terminating.

**DESCRIPTION OF PARCEL 1**

That part of Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) and that part of the vacated alley accruing thereto in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota lying northwesterly of the following described line:  
 Commencing at the southwest corner of said Lot 11, Block 7, thence North 61 degrees 03 minutes 15 seconds East along the southeast line of said Block 7 a distance of 160.45 feet to the point of beginning of the line to be described, thence North 29 degrees 18 minutes 16 seconds West, 75.42 feet, thence North 61 degrees 03 minutes 18 seconds East, 3.62 feet, thence North 29 degrees 21 minutes 51 seconds West, 74.58 feet to the southwesterly extension of the north line of said Lot 6, Block 7 and there terminating.

**DESCRIPTION OF PARCEL 2**

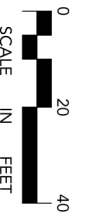
That part of Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) and that part of the vacated alley accruing thereto in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota lying northwesterly of the following described line:  
 Commencing at the southwest corner of said Lot 11, Block 7, thence North 61 degrees 03 minutes 15 seconds East along the southeast line of said Block 7 a distance of 160.45 feet to the point of beginning of the line to be described, thence North 29 degrees 18 minutes 16 seconds West, 75.42 feet, thence North 61 degrees 03 minutes 18 seconds East, 3.62 feet, thence North 29 degrees 21 minutes 51 seconds West, 74.58 feet to the southwesterly extension of the north line of said Lot 6, Block 7 and there terminating.

**SURVEY REPORT**

- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or reference by existing monuments or witness to the corners are shown hereon.
- The address, if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork is 531 Dewey Street, Foley, Minnesota 56329.
- The Gross land area is 46,479 +/- square feet or 1.07 +/- acres.  
 Parcel 1 land area is 22,207 +/- square feet or 0.51 +/- acres.  
 Parcel 2 land area is 24,272 +/- square feet or 0.56 +/- acres.
- The bearings for this survey are based on the Benton County Coordinate System NAD 83 (1996 Adjust).
- We have shown underground utilities on and/or serving the surveyed property per Gopher State One-Call Ticket Nos. 260570930 & 260570990. The following utilities and municipalities were notified:  
 BENTON COUNTY UTILITY (320)968-5042  
 CITY OF FOLEY (800)778-9140  
 FOLEY PUBLIC SCHOOLS (612)616-9338  
 MIDCONTINENT COMMUNICATIONS (605)271-0202  
 XCEL ENERGY (800)948-7558
- Utility operators do not consistently respond to locate requests through the Gopher State One-Call service for surveying purposes such as this. Those utility operators that do respond, often will not locate utilities from their main line to the customer's structure or facility. They consider those utilities "private" installations that are outside their jurisdiction. These "private" utilities on the surveyed property or adjoining properties, may not be located since most operators will not mark such "private" utilities. A private utility locator may be contacted to investigate these utilities further, if requested by the client.
- Maps provided by those notified above, either along with a field location or in lieu of such a location, are very often inaccurate or inconclusive. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 811 or (651) 454-0002.
- The field work was completed on March 4, 2026.

**LEGEND**

- FOUND 1/2 INCH OR LARGER MONUMENT UNLESS SHOWN OTHERWISE
  - SET 5/8 INCH REBAR MARKED 15-62286"
  - △ SET NAIL WITH BENTON COUNTY WASHER
  - ⊙ CATCH BASIN
  - ⊙ STORM MANHOLE
  - SANITARY MANHOLE
  - HYDRANT
  - M GATE VALVE
  - M AIR CONDITIONING UNIT
  - ⊙ AREA DRAIN
  - ⊙ ELECTRIC TRANSFORMER
  - ⊙ FIRE CONNECTION
  - ⊙ FLAG POLE
  - ⊙ GAS METER
  - ⊙ GUY WIRE
  - HAND HOLE
  - POWER POLE
  - ROOF DRAIN
  - ⊙ SIGN
  - ▭ TRENCH DRAIN
  - ▭ UTILITY PEDESTAL
  - YARD LIGHT
- 
- MAPPED STORM SEWER
  - MAPPED SANITARY SEWER
  - MAPPED WATERMAIN
  - UNDERGROUND ELECTRIC
  - UNDERGROUND FIBER OPTIC
  - UNDERGROUND GAS
  - MAPPED UNDERGROUND GAS
  - MAPPED UNDERGROUND TELEPHONE
  - OVERHEAD UTILITY
  - CHAIN LINK FENCE
  - WOOD FENCE
  - GUARDRAIL/HANDRAIL
  - CONCRETE CURB
  - RETAINING WALL
  - CONCRETE
  - NO PARKING
  - EXISTING BUILDING
  - DECIDUOUS TREE
  - TREE (GEN)



**PROFESSIONAL SIGNATURE**  
 I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Minnesota.  
*Blaine Loucks*  
 License No. 42266  
 Date 03/13/26

**QUALITY CONTROL**  
 Loucks Project No. 250140B  
 Project Lead DJT  
 Drawn By NRS  
 Checked By DJT  
 Field Crew MAX

**SUBMITTALS/REVISIONS**  
 03/13/26 SURVEY ISSUED  
 04/09/26 REVISED

**CADD QUALIFICATION**

**PROFESSIONAL SIGNATURE**  
 I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Minnesota.  
*Blaine Loucks*  
 License No. 42266  
 Date 03/13/26

**QUALITY CONTROL**  
 Loucks Project No. 250140B  
 Project Lead DJT  
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 Field Crew MAX

**SUBMITTALS/REVISIONS**  
 03/13/26 SURVEY ISSUED  
 04/09/26 REVISED

**CADD QUALIFICATION**

**PROFESSIONAL SIGNATURE**  
 I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Minnesota.  
*Blaine Loucks*  
 License No. 42266  
 Date 03/13/26

**QUALITY CONTROL**  
 Loucks Project No. 250140B  
 Project Lead DJT  
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 Checked By DJT  
 Field Crew MAX

**SUBMITTALS/REVISIONS**  
 03/13/26 SURVEY ISSUED  
 04/09/26 REVISED

**CADD QUALIFICATION**

**PROFESSIONAL SIGNATURE**  
 I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor in the State of Minnesota.  
*Blaine Loucks*  
 License No. 42266  
 Date 03/13/26

**QUALITY CONTROL**  
 Loucks Project No. 250140B  
 Project Lead DJT  
 Drawn By NRS  
 Checked By DJT  
 Field Crew MAX

**SUBMITTALS/REVISIONS**  
 03/13/26 SURVEY ISSUED  
 04/09/26 REVISED

**Description of Parent Property:**

Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota.

**Description of Parcel 1:**

That part of Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) and that part of the vacated alley accruing thereto in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota lying southwesterly of the following described line:

Commencing at the southwest corner of said Lot 11, Block 7; thence North 61 degrees 03 minutes 15 seconds East along the southeast line of said Block 7 a distance of 160.45 feet to the point of beginning of the line to be described; thence North 29 degrees 18 minutes 16 seconds West, 75.42 feet; thence North 61 degrees 03 minutes 18 seconds East, 3.62 feet; thence North 29 degrees 21 minutes 51 seconds West; 74.58 feet to the southwesterly extension of the north line of said Lot 6, Block 7 and there terminating.

**Description of Parcel 2:**

That part of Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) and that part of the vacated alley accruing thereto in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota lying northeasterly of the following described line:

Commencing at the southwest corner of said Lot 11, Block 7; thence North 61 degrees 03 minutes 15 seconds East along the southeast line of said Block 7 a distance of 160.45 feet to the point of beginning of the line to be described; thence North 29 degrees 18 minutes 16 seconds West, 75.42 feet; thence North 61 degrees 03 minutes 18 seconds East, 3.62 feet; thence North 29 degrees 21 minutes 51 seconds West; 74.58 feet to the southwesterly extension of the north line of said Lot 6, Block 7 and there terminating.



Dewey Street

Block

Parcel 1

Parcel 2

6th Avenue

25.00 feet

Swly Extension of the North line of Lot 6

Proposed Temporary Ingress and Egress Easement

25.00 feet

CURB CUT

CURB CUT

CURB CUT

Option for access

POC: Southwest Corner of Lot 11

Southeast Line of Block 7

S91°03'15"W 309.82' [10.00]

N61°24'42"E 302.94' [10.00]

N28°21'51"W 74.58'

E 149.9'

S91°12'32"W 125.24'

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**From:** [Dillon Tews](#)  
**To:** [Sarah Brunn](#)  
**Subject:** RE: Courthouse Lot Split [250140B]  
**Date:** Wednesday, May 6, 2026 1:34:48 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[250140B-Courthouse-Access-Markup.pdf](#)

---

Hi Sarah,

As always thank for taking my call and walking through things!

For the comments below we understand a utility easement may be needed for the water line shown by engineering in their email below.

Same goes for a party wall agreement if the parcels are split while both buildings still exist.

In addition to the two above the county would plan to have a temporary access easement for the westerly building over the county owned property to the north. I've attached a quick markup showing that. This is for access to the parking lot in the back while the building exists.

Thanks again!

DILLON TEWS, PLS, CFEDS  
Project Surveyor  
D 763.496.6725 | C 763.639.8281  
Licensed in: MN, KY, ND, SD, WI

[www.loucksinc.com](http://www.loucksinc.com)



---

**From:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>  
**Sent:** Wednesday, May 6, 2026 12:57 PM  
**To:** Dillon Tews <[dtews@loucksinc.com](mailto:dtews@loucksinc.com)>  
**Subject:** FW: Courthouse Lot Split [250140B]

**Sarah A. Brunn**  
**City Administrator**

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



**City of Foley**

251 4<sup>th</sup> Avenue North

P.O. Box 709

Foley, MN 56329

[www.ci.foley.mn.us](http://www.ci.foley.mn.us)

320-968-7260 Office

320-968-6325 Fax

---

**From:** Nancy Scott <[nscott64@hotmail.com](mailto:nscott64@hotmail.com)>

**Sent:** Monday, April 27, 2026 10:13 AM

**To:** Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>; Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>; Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>

**Cc:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>

**Subject:** Re: Courthouse Lot Split [250140B]

If you are creating a new parcel that an existing building crosses over the new lot lines, a code review will need to be done and issues addressed if the structures are to remain.

---

**From:** Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>

**Sent:** Monday, April 27, 2026 8:46 AM

**To:** Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>; Nancy Scott <[nscott64@hotmail.com](mailto:nscott64@hotmail.com)>; Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>

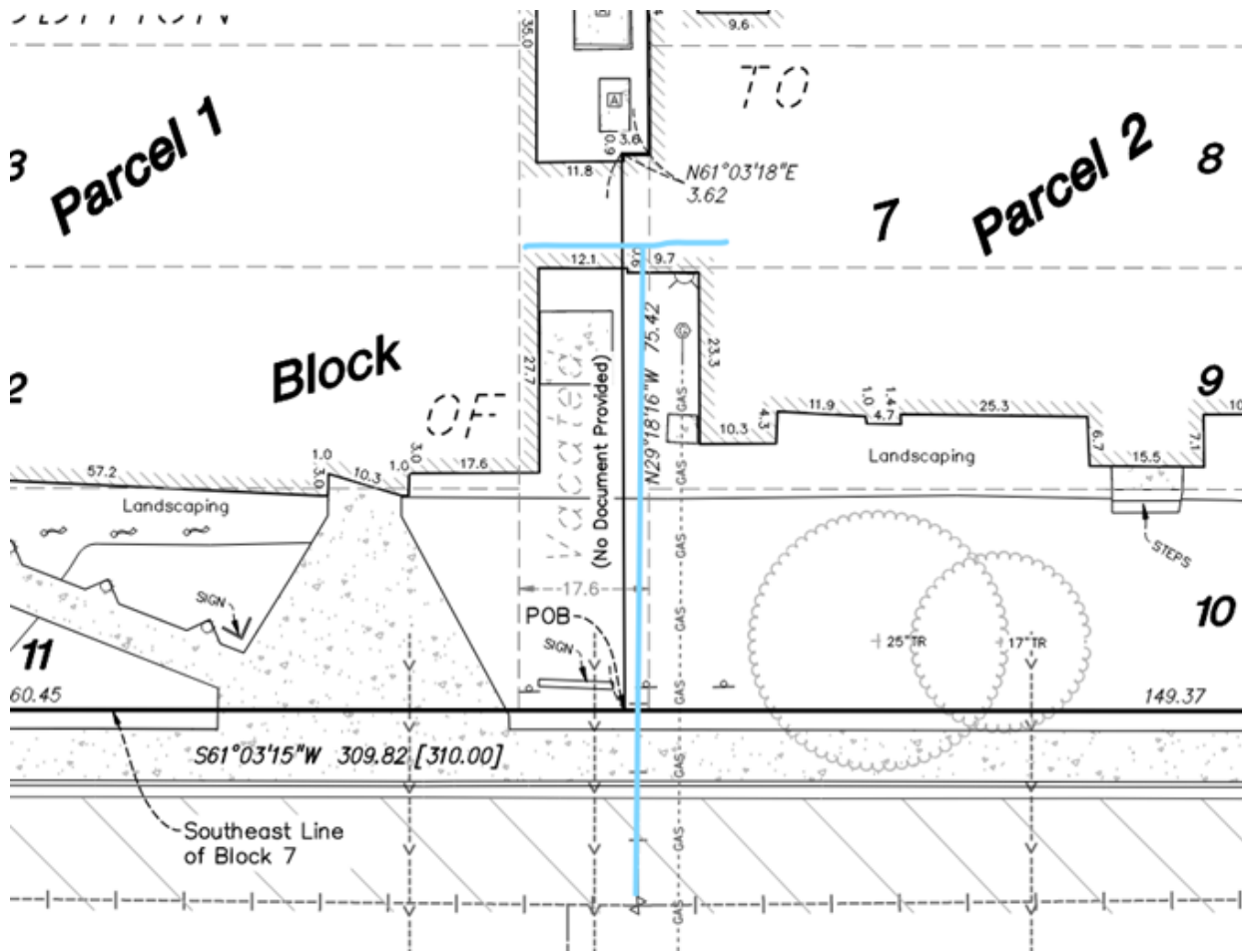
**Cc:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>

**Subject:** RE: Courthouse Lot Split [250140B]

Good Morning-

From a Civil standpoint, we have following comments:

- The description provided looks correct according to the survey.
- If both the buildings end up staying, there would need to be a party wall agreement between the two properties.
- Sarah confirmed that a 0-foot setback is acceptable.
- Both buildings are serviced by the water service that appears to be on the east side of the proposed split (Fire and Drinking water for parcel 2 and Drinking water for Parcel 1). If the water service stays at its current location, there will need to be a utility easement for parcel 1 in parcel 2. As Mark mentioned below, their Engineer will need to determine how the building in parcel 1 will maintain their water service.



Thanks

Jarod R. Griffith, PE (MN)  
 Engineer IV  
 Short Elliott Hendrickson, Inc.  
 320.229.4304 direct | 218.849.0539 mobile | 320.229.4300 main  
 Building a Better World for All of Us®  
**100% Employee Owned**  
 Follow SEH on [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Instagram](#)

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**From:** Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>  
**Sent:** Thursday, April 9, 2026 11:33 AM  
**To:** Nancy Scott <[nscott64@hotmail.com](mailto:nscott64@hotmail.com)>; Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>  
**Cc:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>; Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>  
**Subject:** RE: Courthouse Lot Split [250140B]

In digging deeper into this, I found a map from 1973 when the Annex (middle) section was built showing they possibly installed and utilized a new common waterline and sewer service going right up where that alley is and serves part (or all) of the Annex portion. We've always had the assumption that it was served with the west services. I have a message in to Jeff Dingmann from Property Management and Monte Headley from Benton County to try to set up for some of us to get together and get access to the basement and maybe we can follow plumbing. Look's like possibly a 2" line is branched off from the 1902 meter and serves the Annex. They'll likely have to get their Engineer or whomever involved.

I think this is likely something that can be worked through as this is right on the property line between the 1902 & 1973, but I need to keep digging deeper into this, get into the basement, and also chat with Jarod next week when he's back in before I comment further.

Thanks, Mark

**Mark Pappenfus**  
**City of Foley Public Works Director**  
**320-290-9186**

---

**From:** Nancy Scott <[nscott64@hotmail.com](mailto:nscott64@hotmail.com)>  
**Sent:** Thursday, April 9, 2026 9:49 AM  
**To:** Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>  
**Cc:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>; Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>; Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>  
**Subject:** Re: Courthouse Lot Split [250140B]

No comments for building inspection at this time.

Nancy Scott, CBO2099  
AllSpec Services, LLC  
320-293-5298

On Apr 9, 2026, at 9:34 AM, Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)> wrote:

It looks to me like each parcel is independently served by utilities, but I will let Jarod and Mark weigh in on that. If they are not independently served, I think we'd need to see some kind of easement. Other than that, I do not have any comments.

Adam A. Ripple  
Attorney

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

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

[<image001.png>](#)

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**From:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>  
**Sent:** Thursday, April 9, 2026 9:16 AM  
**To:** Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>; Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>;

[nscott64@hotmail.com](mailto:nscott64@hotmail.com); Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>

**Subject:** FW: Courthouse Lot Split [250140B]

All –

Please see attached minor subdivision request of Benton County. The intent of this split is to be able to retain the annex portion and possibly sell that property and also tear down the old courthouse for redevelopment into a parking lot.

We are aware of an issue with finding a recorded resolution for the alley vacation at the center of this and are in the process of cleaning that up by having the city go through the vacation process again.

Please provide any comments you have – if you have none I would appreciate a response to this email indicating so. This is zoned B-1 with zero lot lines but the intent would be to remove the connecting piece between the buildings once the county staff relocates.

Link to the minor subdivision code:

<https://ci.foley.mn.us/wp-content/uploads/2015/05/Section-11-MinorSubdivisions.pdf>

Thanks.

**Sarah A. Brunn**

**City Administrator**

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

<image002.png>

**City of Foley**

**251 4<sup>th</sup> Avenue North**

**P.O. Box 709**

**Foley, MN 56329**

[www.ci.foley.mn.us](http://www.ci.foley.mn.us)

**320-968-7260 Office**

**320-968-6325 Fax**

---

**From:** Dillon Tews <[dtews@loucksinc.com](mailto:dtews@loucksinc.com)>

**Sent:** Thursday, April 9, 2026 8:34 AM

**To:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>

**Subject:** Courthouse Lot Split [250140B]

Hi Sarah,

Please find attached the field for the lot split for the Benton County Courthouse.

Monty should have dropped off the check already but if not let me know. If you need anything additional, please don't hesitate to reach out.

Thank you!

DILLON TEWS, PLS

Project Surveyor  
D 763.496.6725 | C 763.639.8281  
Licensed in: MN, KY, ND, SD, WI  
[www.loucksinc.com](http://www.loucksinc.com)  
<image003.jpg>

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This email has been scanned for email related threats and delivered safely by Mimecast.  
For more information please visit <https://www.mimecast.com>

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

**RESOLUTION 2026-17**

**A RESOLUTION APPROVING AN ADMINISTRATIVE LAND SPLIT (MINOR  
SUBDIVISION) APPLICATION SUBMITTED BY BENTON COUNTY**

**WHEREAS**, Benton County ("Applicant") submitted an Administrative Land Split / Minor Subdivision application requesting approval to subdivide property owned by Benton County for the purpose of creating a separate parcel for future sale and redevelopment opportunities; and

**WHEREAS**, the subject property is legally described in Exhibit A;

**WHEREAS**, the Planning Commission conducted review of the application materials, survey information, utility considerations, and subdivision proposal; and

**WHEREAS**, Deputy Surveyor Dylan Tews presented the proposed subdivision request and identified the purpose of the land split as creating a westerly parcel for future conveyance; and

**WHEREAS**, the Planning Commission reviewed access considerations, utility infrastructure, existing site conditions, and future redevelopment considerations associated with the request.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Foley, Minnesota, that the following Findings of Fact are hereby adopted:

**FINDINGS OF FACT**

1. Benton County has requested approval of an Administrative Land Split / Minor Subdivision to subdivide property currently under common ownership.
2. The purpose of the subdivision is to establish a separate parcel to facilitate future sale and redevelopment opportunities.
3. The request does not include rezoning of the property, and zoning classifications shall remain unchanged.
4. The proposed land split is administrative in nature and does not alter the underlying zoning designation or permitted land uses.
5. Existing utility infrastructure serving the property includes a shared water line requiring continued accommodation through establishment of a utility easement.

6. Temporary access considerations associated with rear parking facilities were reviewed and acknowledged during Planning Commission discussion.
7. Existing structures on the property currently maintain physical building connections.
8. Applicant representatives indicated future plans include demolition of the historic 1901 courthouse structure and removal of the connecting breezeway, with repair of the annex wall following separation activities.
9. The Planning Commission discussed the importance of maintaining temporary structural and legal protections while buildings remain physically connected.
10. A party wall agreement was identified as an appropriate temporary mechanism until building separation occurs.
11. Future redevelopment discussions involving interested organizations, potential grant opportunities, future blight study efforts, redevelopment planning efforts, and potential tax increment financing considerations were reviewed for informational purposes only and are not part of this land split approval.
12. The proposed subdivision is consistent with orderly development objectives and does not create land use conflicts.
13. Subject to conditions of approval, the request is consistent with City subdivision regulations and comprehensive planning objectives.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of Foley hereby approves the Administrative Land Split / Minor Subdivision application submitted by Benton County subject to the following conditions:

**CONDITIONS OF APPROVAL**

1. A utility easement shall be established and recorded to address shared utility infrastructure and ensure continued utility access and maintenance.
2. A party wall agreement shall be executed and recorded while structures remain physically connected.
3. Final legal descriptions and survey documentation shall be completed consistent with City requirements.
4. Any future redevelopment activities shall remain subject to applicable City review, permitting requirements, and land use approvals.
5. Approval of this land split does not constitute approval of future redevelopment concepts, demolition activities, or zoning changes not specifically reviewed as part of this application.

Adopted this 2<sup>nd</sup> day of June, 2026.

CITY OF FOLEY

---

Brandon Voit, Mayor

Attest:

---

Sarah A. Brunn, City Administrator

## EXHIBIT A

### **Description of Parent Property:**

Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota.

### **Description of Parcel 1:**

That part of Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) and that part of the vacated alley accruing thereto in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota lying southwesterly of the following described line:

Commencing at the southwest corner of said Lot 11, Block 7; thence North 61 degrees 03 minutes 15 seconds East along the southeast line of said Block 7 a distance of 160.45 feet to the point of beginning of the line to be described; thence North 29 degrees 18 minutes 16 seconds West, 75.42 feet; thence North 61 degrees 03 minutes 18 seconds East, 3.62 feet; thence North 29 degrees 21 minutes 51 seconds West; 74.58 feet to the southwesterly extension of the north line of said Lot 6, Block 7 and there terminating.

### **Description of Parcel 2:**

That part of Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) and that part of the vacated alley accruing thereto in Block Seven (7) of Foley's First Addition to the Town (now Village) of Foley, Benton County, Minnesota lying northeasterly of the following described line:

Commencing at the southwest corner of said Lot 11, Block 7; thence North 61 degrees 03 minutes 15 seconds East along the southeast line of said Block 7 a distance of 160.45 feet to the point of beginning of the line to be described; thence North 29 degrees 18 minutes 16 seconds West, 75.42 feet; thence North 61 degrees 03 minutes 18 seconds East, 3.62 feet; thence North 29 degrees 21 minutes 51 seconds West; 74.58 feet to the southwesterly extension of the north line of said Lot 6, Block 7 and there terminating.

## City of Foley Variance Application

Street Location of Property: 311 NORMAN Ave. South  
 Legal Description of Property: ATTACHED  
 Current Zoning of Property: R1 Single Dwelling Proposed Zoning: Same  
 Type of Request: VARIANCE Put HOSE behind Acc Bld  
 \*\*\* (Attach narrative describing details of project scope) \*\*\*

Property Owner: Duane + Wanda Foss 320-250-7322  
Name 6149 Hwy 25 P.O. Box 411 Foley MN 56329 Phone  
Address Foley MN 56329 Fax  
Email

Applicant: Duane + Wanda Foss 320-250-7322  
Name 6149 Hwy 25 P.O. BOX 411 Phone  
Address Foley MN 56329 Fax  
Email

**Type of Request & Fee Amount:**

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

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

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

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

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

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

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

Duane Foss 3-23-26  
 Signature of Applicant Date

\_\_\_\_\_  
 Signature of Fee Owner Date

**City of Foley**  
**Variance Supplementary Application**

Please use this form to explain how your variance request meets the requirements for a variance.

- (1) Describe how will the variance demonstrates harmony with the general purposes and intent of the zoning ordinance.

Plenty of LAND green space can meet all sorts of Requirement want to mimic old farm setting and need a place for a New house

- (2) Describe how the variance is consistent with the Comprehensive Plan.

N/A

- (3) Demonstrate the "practical difficulties" in complying with the zoning ordinance. \*

1. How is the proposed use a reasonable manner not permitted by the zoning ordinance?

At present Age of barn moving it is not an option

2. Demonstrate the plight of the landowner is due to circumstances unique to the property not created by the landowner.

Barn house is shot make no sense to make break into house so I will make a garage

3. Demonstrate, if granted, how the variance will not alter the essential character of the neighborhood.

Barn been there for a long time only to look newer and better when done

\*Economic considerations alone do not constitute practical difficulties.

42.

**QUIT CLAIM DEED**

Dated: June 13, 2019

Filed: July 15, 2019

Doc. No. 436952

Louis T. Kutz, aka Louis Kutz and Idella Ann Kutz, aka Idella Kutz and Idella A. Kutz, husband and wife

To

Duane Foss and Wanda Foss, husband and wife

Description: The South 214.5 feet of that part of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE1/4ofSE1/4ofNW1/4) of Section Thirty-five (35), Township Thirty-seven (37) North, Range Twenty-nine (29) West, Fourth Principal Meridian, lying easterly of the easterly right-of-way line of Minnesota Trunk Highway No. 25, being within the limits of the City of Foley, Benton County, Minnesota.

43.

**ASSIGNMENT OF MORTGAGE**

Dated: June 28, 2019

Filed: July 15, 2019

Doc. No. 436953

Louis T. Kutz, aka Louis Kutz and Idella A. Kutz, husband and wife

To

Duane Foss and Wanda Foss, husband and wife

Transfers assignor's interest in the Mortgage filed April 23, 2010, as Doc. No. 373641 and the Mortgage filed April 23, 2010, as Doc. No. 373639.

ASSESSMENT ROLL -  
 FOLEY, MINNESOTA  
 AUGUST, 1990

SANITARY SEWER & WATER MAIN IMPROVEMENT  
 PROJECT NO. 90042

SECTION # 1  
 SANITARY SEWER  
 WATER MAIN  
 SECTION # 3  
 SANITARY SEWER

Name & Address	Legal Description	Rate	Unit	Sub-Total
13.00714 Barbara Johnson 1222 10th Ave. S.E. St. Cloud, MN 56304 <i>Placed on Assessment 9-22-85</i>	Lot 1, Block 1, Johnson Triangle Benton Co. MN	2325.18 2877.37	1 1	2325.18 2877.37
13.00066.30 ✓ Louis T. & Idella Kutz 311 Norman Avenue Foley, MN 56329 <i>PR 11-8-90                      \$2,325.18                      Connected Sewer 11-1-90</i>	South 8 rods of North 40 rods of SE ¼ NW ¼, Sec. 35, T37N, R29W, lying easterly of T.H.25	2325.18 2877.37	1 1	2325.18 2877.37
13.00066.30 Louis T. & Idella Kutz 311 Norman Avenue Foley, MN 56329	South 5 rods of North 32 rods of SE ¼, NW ¼, Sec. 35, T37N, R29W, lying easterly of T.H.25	2325.18 2877.37	1 1	2325.18 2877.37
13.00774 ✓ Delroy R. Dahler & Daniel P. Gorecki 231 Norman Avenue Foley, MN 56329 <i>Connected both 11-1-90                      pd in sum of \$5,202.55                      11-22-91 by Mark Torell</i>	Lot 2, Block 1, G & D Addition, Benton Co., MN	2325.18 2877.37	1 1	2325.18 2877.37
13.00773 Delroy R. Dahler & Daniel P. Gorecki 231 Norman Avenue Foley, MN 56329 <i>Placed on Assessment 9-22-85                      PR 4162.03                      10-12-88                      by County</i>	Lot 1, Block 1, G & D Addition, Benton Co., MN	2325.18 2877.37	1 1	2325.18 2877.37
13.00066.11 Timothy D. & Anne E. Bang 231 Norman Avenue Foley, MN 56329 <i>Connected both 11-1-90                      \$0 4682.29 by Assessment                      from Auditor 7-21-92</i>	North 80 Ft. of South 165 Ft. of North 445.5 Ft. of east 184 Ft. SE ¼, NW ¼, Sec. 35, T37N, R29W.	2325.18 2877.37	1 1	2325.18 2877.37

8 579.72

This was noted FYI only - but he filled out so I am providing.

**City of Foley  
Variance  
Findings & Order**

Date: 3-23-2026

Applicant: Duane + Wanda Foss

Variance Requested: \_\_\_\_\_

1. Does the variance demonstrate harmony with the general purposes and intent of the zoning ordinance?

Yes  No

Why or why not: Wanting To Preserve old house BARN Shape  
AS ALL BID New house to SET behind  
BARN BARN

2. Is the proposed variance consistent with the city comprehensive plan?

Yes  No

Why or why not: ALL BID in most cases go behind house  
Asking to go in front

3. Is the proposed use a reasonable manner not permitted by the zoning ordinance?

Yes  No

Why or why not: ALL BID to be behind house

4. Is the plight of the landowner due to circumstances unique to the property not created by the landowner?

Yes  No

Why or why not: BARN been there for long time

5. Granting the variance will not alter the essential character of the neighborhood?

Yes  No

Why or why not: BARR HAS BEEN THERE FOR LONG TIME  
HOUSE AND BLD ARE OLD TIME FOR A  
NEW LOOK

6. Are the "practical difficulties" more than economic?

Yes  No

Why or why not: THE FAMILY WANTS TO PRESERVE  
A PART OF HISTORY TO WHERE THEY  
GREW UP

THESE ANSWERS ARE FOR YOU BUT I WANTED  
MY INPUT ALSO UHMM FOR

IF ALL OF THE ANSWERS ARE "YES", THE CRITERIA FOR GRANTING A VARIANCE HAVE BEEN MET.

❖ Facts supporting the answer to each question above are hereby certified to be the Findings.

THE FOLEY PLANNING COMMISSION RECOMMENDS THE VARIANCE:

Approved  Not Approved

\_\_\_\_\_  
Date Chair, Foley Planning Commission

Date of Public Hearing: \_\_\_\_\_ Time: \_\_\_\_\_

Results: \_\_\_\_\_

THE FOLEY CITY COUNCIL DETERMINES THE VARIANCE:

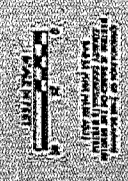
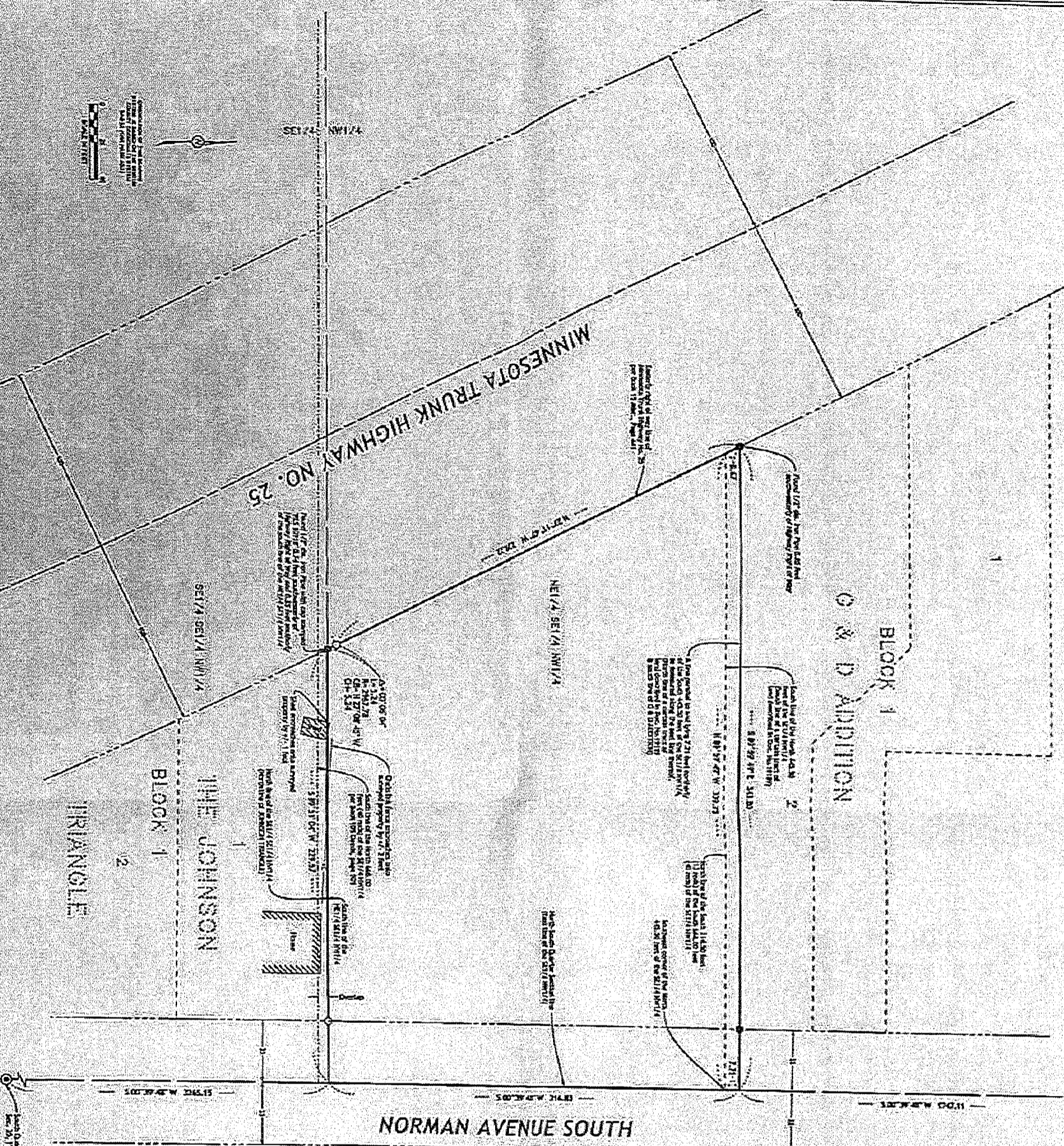
Approved  Not Approved

The following conditions to be imposed on the property to insure compliance and to protect adjacent properties and the public interest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Mayor

SEC. 35, TWP. 37, RNO. 29



**LEGEND OF SYMBOLS AND NOTATIONS:**  
 1. LOT AND TRACT WITH CORNER MARKS  
 2. CORNER MARK  
 3. CONTIGUOUS SURVEY CORNER LOCATION

East Quarter of Sec. 35

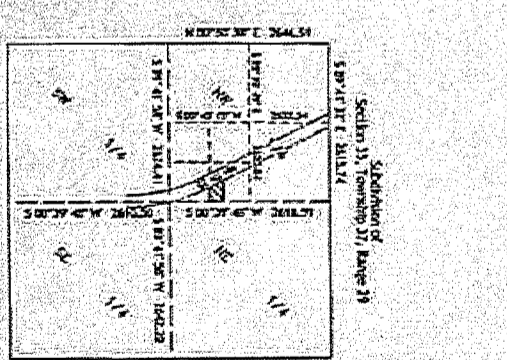
**Legal Description:**  
 Existing subdivision per book 102 Deeds, Page 201, and Book 118 Deeds, Page 102, and Dec. 16, 1919.  
 The South Eight (8) rods of the North Forty (40) rods of the East Thirty-four (34) rods of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Thirty-five (35), Township Thirty-seven (37), Range Twenty-nine (29).

**AD**  
 That part of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Thirty-five (35), Township Thirty-seven (37), Range Twenty-nine (29), described as follows, to-wit:  
 Beginning at a point twenty-four (24) rods north of the horizontal corner post of said Southeast Quarter of Northwest Quarter (SE 1/4 NW 1/4) of said Section Thirty-five (35), Township Thirty-seven (37), Range Twenty-nine (29) and running North (N) ten (10) rods to a point; thence East (E) one (1) rod and north to the point of beginning.

**AD**  
 That part of the North 445.50 feet of the Southeast Quarter of the Northwest Quarter of Section 35, Township 37, Range 29, Section 35, Township 37, Range 29, which lies East of the East line of the North 445.50 feet of said Southeast Quarter of the Northwest Quarter and distance 2.21 feet North of said East line to be measured along the East line of said Southeast Quarter of the Northwest Quarter.

**Surveyor's Note:**  
 The language used in existing legal description of record (Book 102 Deeds, Page 201), results in an overlap of property lines with the adjacent parcel to the south. When the description was created it was likely assumed that the SE 1/4 NW 1/4 measured exactly 80 rods, or 1320.00 feet and the north part of said SE 1/4 NW 1/4 was then 40 rods, or 660.00 feet. The adjacent property to the south was called as the Johnson Triangle.  
 The part of the Johnson Triangle between the north line of the premises property surveyed (the North part) is the south line of the NW 1/4 SE 1/4 NW 1/4 and not the south line of the North 40 rods (660 feet) of the SE 1/4 NW 1/4 as described in said legal description of record. The field work and calculations conducted as part of this survey confirm that. This reference to the North 40 rods, results in an overlap with the north line of the Johnson Triangle.  
 This survey represents a south boundary line for the land parcel that yields to the overlap with the north line of the Johnson Triangle. In order for the premises property as surveyed to be the south line of the NW 1/4 SE 1/4 NW 1/4 (the north line of the Johnson Triangle) as a boundary rather than the south line of the North 40 rods. The suggested legal description herein represents the same. It is recommended that the client consult with an attorney, real estate broker or other professional to understand the options in this matter.

**Suggested Legal Description:**  
 That part of the South 445.50 feet (13 rods) of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (NW 1/4 SE 1/4 NW 1/4) at Section 35, Township 37, Range 29, Section 35, Township 37, Range 29, Minnesota, lying eastward of the east line of said boundary of Minnesota Trunk Highway 25 to be defined in a certain legal certificate recorded on November 21, 1951 in Book 15 of Miscellaneous, page 441.  
 Together with that part of the North 445.50 feet of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) described as follows:  
 Beginning at the southeast corner of said North 445.50 feet of said SE 1/4 NW 1/4, thence north 77.71 feet along the east line of said SE 1/4 NW 1/4, thence north 7.71 feet, more or less, along a line parallel with the south line of said North 445.50 feet of the SE 1/4 NW 1/4 to said east line of the right of way boundary of Minnesota Trunk Highway 25, thence south 6.57 feet, more or less, along said right of way boundary of Minnesota Trunk Highway 25 to the south line of said North 445.50 feet of SE 1/4 NW 1/4, thence easterly 339.75 feet, more or less, along the last described south line to the point of beginning.

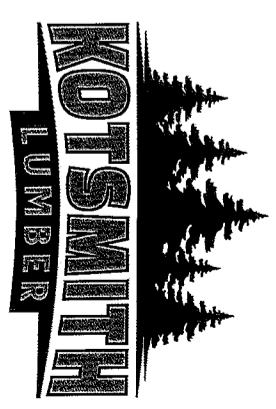
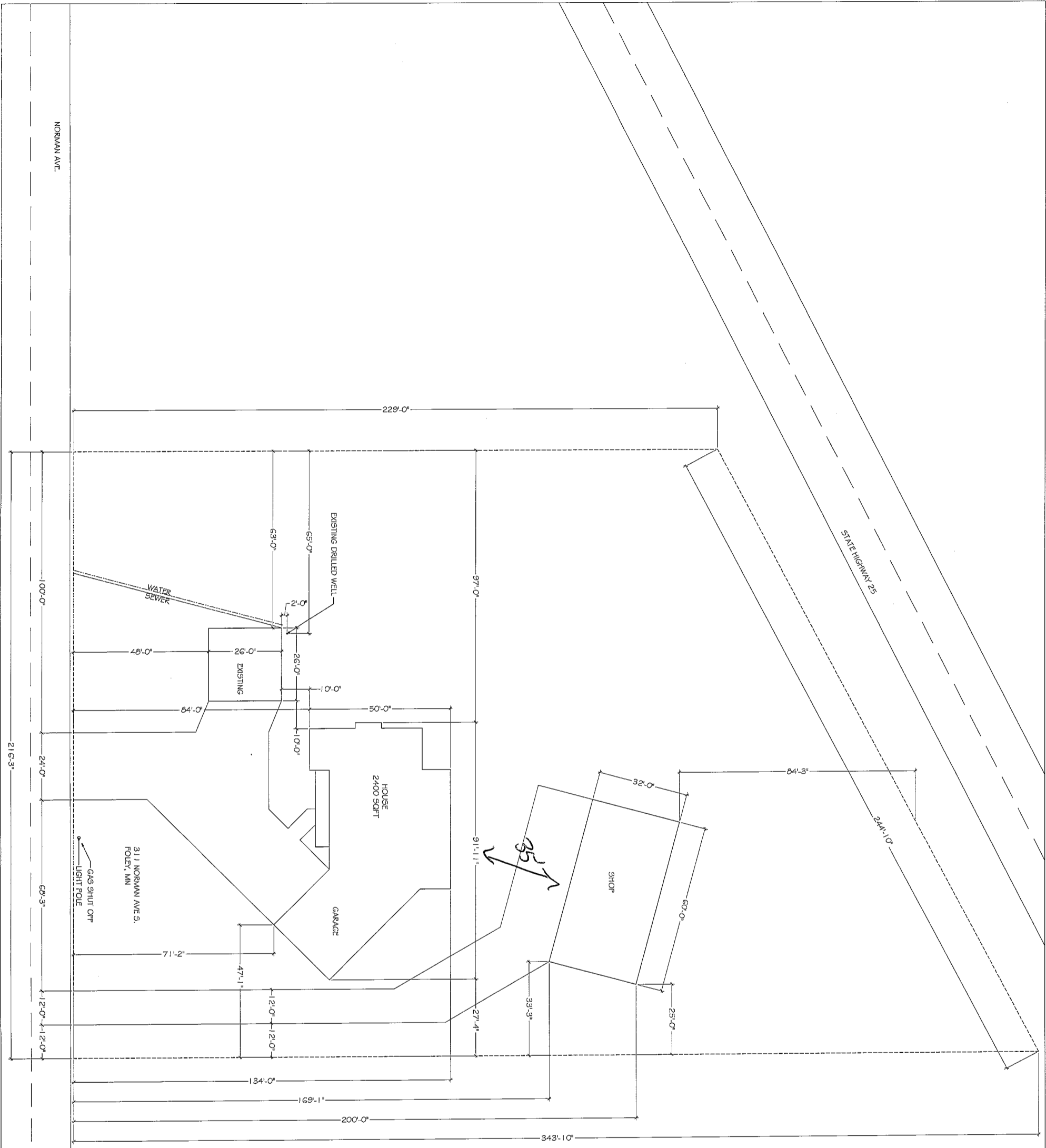


NO.	PROPOSED BOUNDARY POINT	BEARING	DISTANCE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**KLB**  
 KENNETH L. BAKER, SURVEYOR  
 1000 W. 10th Street, Suite 200  
 Minneapolis, MN 55415  
 PROJECT NO. 70101191

**CERTIFICATE OF SURVEY**  
 Property Boundary Survey  
 I, the undersigned, Surveyor, do hereby certify that the above described property is located in Section 35, Township 37, Range 29, North, Minnesota.

Sheet No. 1 of 1



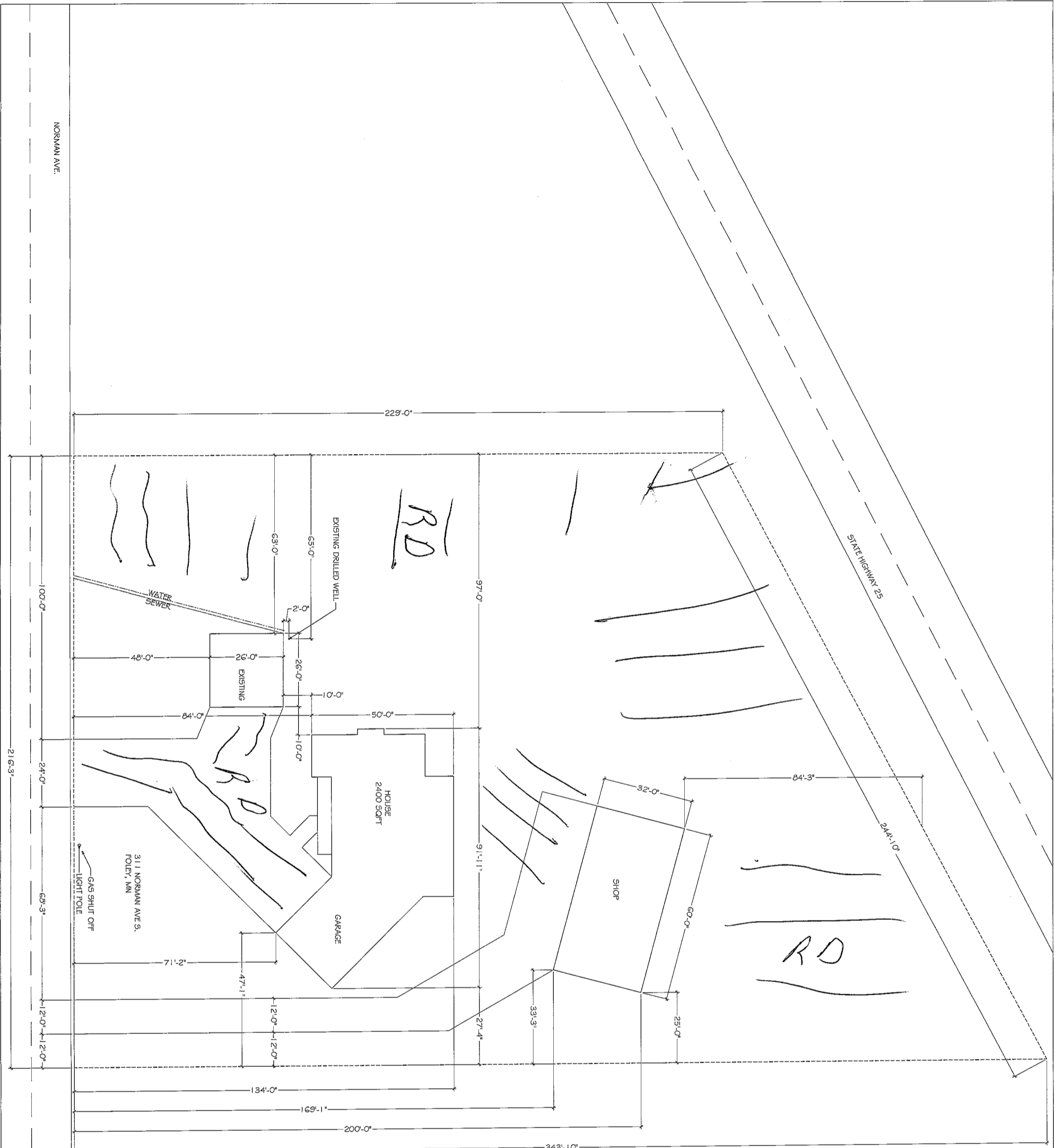
SCALE: 1/16" = 1'-0"

S-1

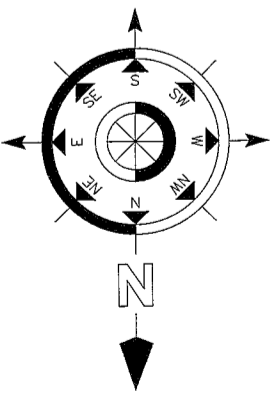
DESIGNED & DRAWN BY: MATT ANDERSON  
 PHONE: 320-968-3305  
 ACCOUNT MANAGER: JOHN BRENNY

CONTRACTOR:  
 HOMEOWNER: DUANE AND WANDA FOSS  
 3/26/26

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*Rain Drainage*



SCALE: 1/16" = 1'-0"

S-1

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Building A to look similar to plan

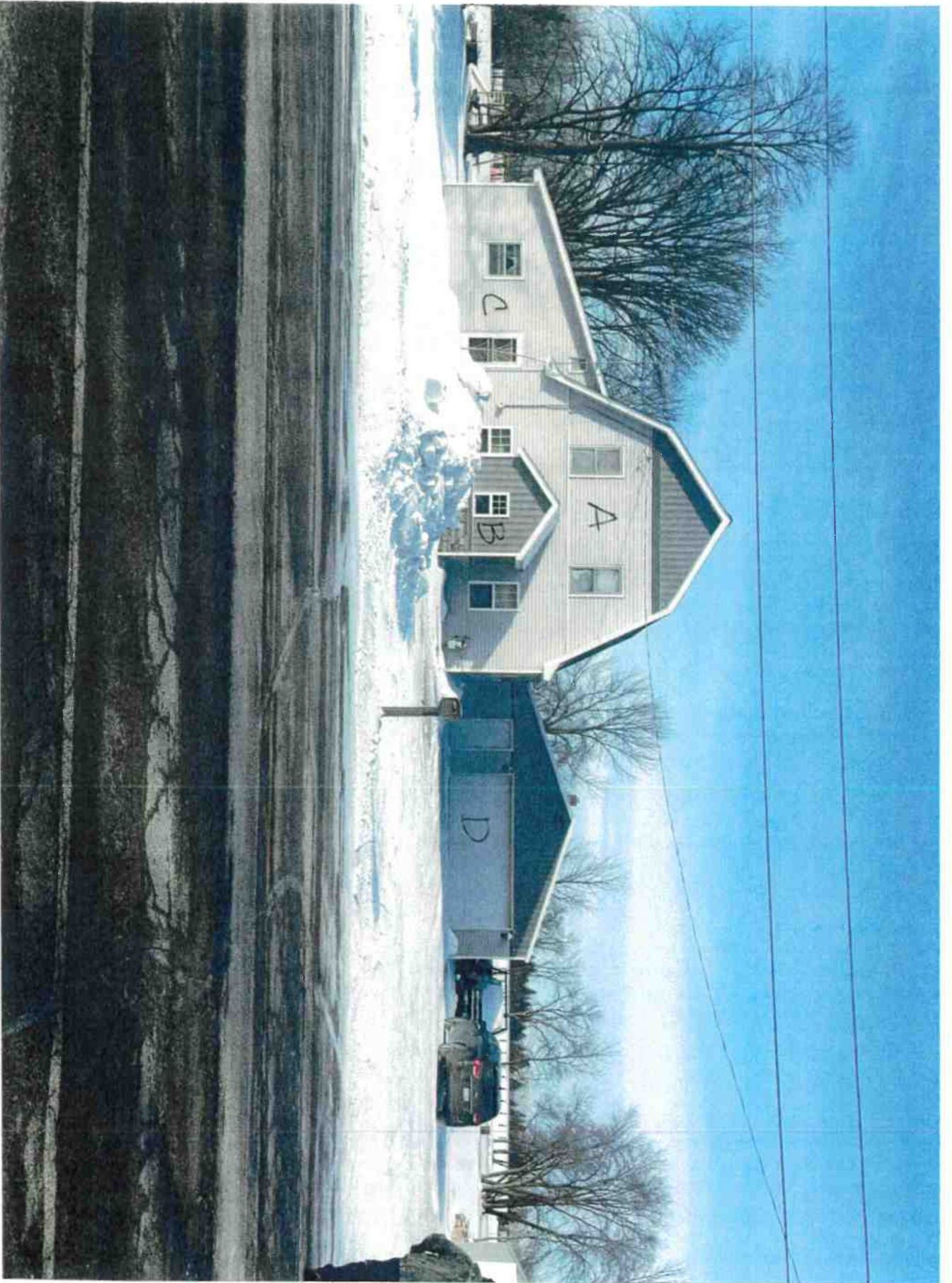




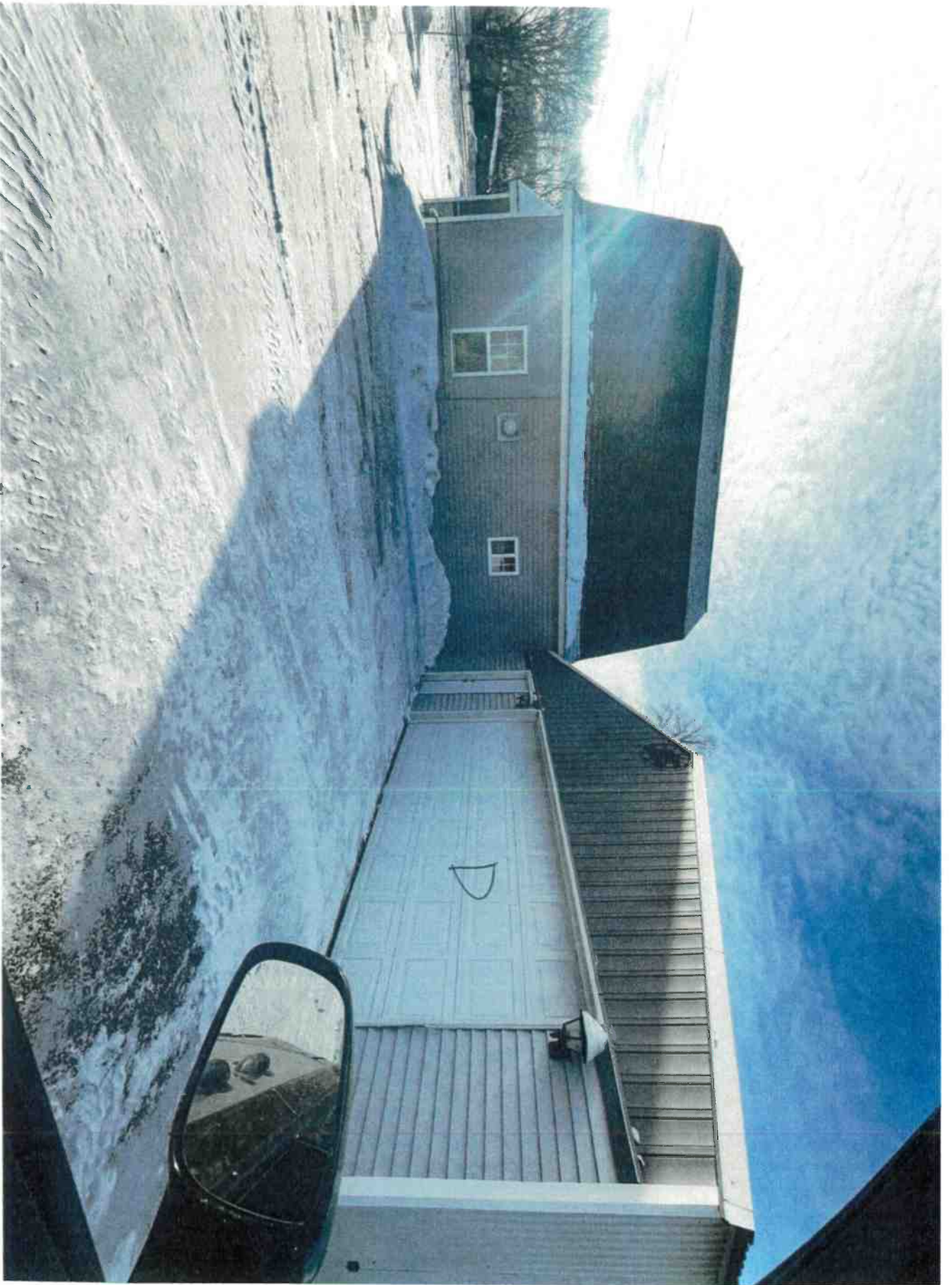
Building "D" to be remodeled to similar plan



REMOVE E



Keep A Eliminate B,C,D  
Move D to NW corner of property



move D to NW corner



remove F



will be removed

**Planning Commission Meeting**  
**February 9, 2026 -5:30 p.m.**  
**Foley City Hall**

**Overview**

This document consolidates minutes from several Planning Commission and related meetings, primarily focusing on property development and city code updates. Key topics include the election of new commission officers, city council updates on projects like downtown parking and a new disaster preparedness grant, and specific property development proposals. The commission recommended approval for a new sign at St. John's Church and the final plat for the South Fairway Estates development. A significant portion of the discussion is dedicated to a pre-application and subsequent variance request for a property on Norman Avenue South, where the owner plans to build a new home and repurpose existing outbuildings, raising issues related to building placement, drainage, and color codes. Other city business includes parking regulations for semi-trucks, nuisance ordinances, and potential adjustments to setback requirements in new developments.

**Meeting Opening & Officer Elections**

- The agenda and minutes from the November 10, 2025 meeting were approved.
- The commission held its yearly election of officers.
  - Candice Kantor was nominated and elected as Chair.
  - Jonathan Brenny was nominated and elected as Vice Chair.
  - Sarah Brunn was nominated and elected as Secretary.

**City Council and Code Updates**

- The City Council made its yearly appointments at its last meeting.
- Ordinance 487 for downtown parking was addressed.
- Five new filter replacements for the city pool will be purchased to replace an outdated system.
- The wastewater project is progressing well with initial bugs resolved.
- The city received a grant for \$4,330.52 from the Initiative Foundation for disaster preparedness and recovery.

- A 48-hour parking lot has been approved for the south lot. It was confirmed that semi-trucks are permitted to park there, which was part of the original intent to move them out of residential districts.
- A full new ordinance is being developed to address nuisance and vacant buildings.
- There was a discussion about shrinking front yard setbacks for new lots on the south side, particularly in phase two, to create larger, more attractive backyards.
- A counterpoint was raised that shorter setbacks could reduce driveway length, making it harder for residents to park their vehicles on a hard surface off the street.
- The current ordinance limits residential lots to six vehicles parked on a hard surface in the front.

#### **St. John's Church Signage CUP Amendment**

- The commission reviewed a request from St. John's Church to amend its Conditional Use Permit (CUP) to add a new sign.
- The sign is slightly larger than the 12 square feet typically allowed in a residential district, which is why the CUP amendment is required.
- The proposed location was reviewed by staff to ensure it is outside the sight triangle and does not interfere with snow removal.
- The sign will be illuminated by ground-level lighting.
- The project is being led by a student, Angel Goble, as part of an Eagle Scout project.
- The commission determined the use would not create an excessive burden, impede development, cause a traffic hazard, or negatively impact the area.
- The motion to recommend approval of the CUP amendment was passed. The item will go to the City Council for a final decision.

#### **South Fairway Estates Final Plat Approval**

- The commission reviewed the final plat for Phase One of the South Fairway Estates development.
- The plans and stormwater design are approximately 95% complete.
- The county engineer has reviewed the plans and is fine with the project moving forward, pending the submission of utility and entrance permits.

- Phase One will not impact any wetlands. Dirt for this phase will be sourced by excavating a hill within the property and from digging the stormwater pond.
- The city is still working on establishing a potential path to the golf course to improve safety and avoid golf cart traffic on the county road.
- The motion to recommend approval of the final plat was passed. This item will also go to the City Council.

### **311 Norman Avenue South Application & Variance**

- Duane Foss presented a pre-application concept for a property at 311 Norman Avenue South, which is approximately 60,000 square feet (an acre and a quarter).
- The plan is to build a new single-story, handicap-accessible rambler house on the lot. The house will face Norman Street, with the garage doors also likely facing Norman. It will feature a "farmstead" style.
- An existing barn-shaped, poured-wall structure (Building A) will be repurposed into a secondary garage and "man cave." The current vinyl siding will be replaced with prefinished LP siding to match the new house.
- The owner intends to remove the existing "lean-to" additions from the barn structure to preserve its core look. Another building (Building D) will be moved and repurposed as a workshop, and one building (Building E) will be removed entirely.
- The applicant's goal is to position the new house and repurposed outbuildings to create a private backyard space with features like a pond and waterfall.
- A zoning variance is required because the plan places an accessory building (the renovated barn) closer to Norman Street than the new primary residence. Justifications include the barn being an existing structure and the new residence having an improved setback.
- The owner expressed that attaching the barn to the house to bypass the issue would require a complete redesign.
- The new house is expected to be white or cream-colored, while the workshop will be bright red. This may require a variance due to a city code requiring "complementary colors," which is noted as being vague.
- A primary concern is managing water drainage. The owner plans to add fill and create a ditch to direct all water flow toward Highway 25, avoiding negative impacts on neighbors.

- The owner is considering a horseshoe-style driveway with two entrances. The new building will not have a serviceable door facing Norman Avenue but may feature a decorative "dummy door."
- The new house will require an extension of city water and sewer services. There is an existing well on the property that the owner plans to keep for irrigation.
- The commission engaged in a casual discussion to provide initial feedback before a formal variance application is submitted.

### **Open Issues & Risks**

- The establishment of a path from the South Fairway Estates to the golf course is still in progress and requires final verification.
- It is unclear if a variance will be officially required for the proposed building colors (red, brown, and white/cream) to meet the city's "complementary color" code. The code's definition of "complementary" is vague.
- It is unclear how drainage and grading will be formally documented, though it was noted that a detailed commercial-style plan may not be necessary.
- It is unclear if the property owner's application, which requires an engineer's input, will be completed in time for the March meeting, as the timeline is considered aggressive.
- The planning commission needs to consider how to handle unique circumstances and potentially adjust building pad locations in a new development phase where steep backyards are an issue.



# City of Foley

251 4<sup>th</sup> Avenue North • P.O. Box 709  
Foley, Minnesota 56329  
(320) 968-7260 • Fax (320) 968-6325

April 6, 2026

Duane & Wanda Foss  
6149 Hwy 25  
P.O. Box 411  
Foley, MN 56329

Re: Variance Request at 311 Norman Avenue South

Dear Mr. & Mrs. Foss:

On March 30, 2026, the City of Foley received your application for a variance request for your property located at 311 Norman Avenue S, Foley, MN 56329. The application was not complete as it was missing a drainage plan and couple other items that are identified as required items in the city zoning code (list you were provided). I contacted you on March 31, 2026 and left a voicemail regarding the missing items in the incomplete application.

On April 2, 2026 additional items were provided for city staff (legal, engineering, public works and building official) to review. Multiple city staff has responded that the provided drainage plan still does not meet the necessary requirements and have provided specific comments on what they need to see before they can consider it complete and recommend it move on to the city planning commission.

Under Minn. Stat. § 15.99, subd. 3(f) the 60-day time period on these applications starts as soon as a completed application is received. This letter is intended to inform you that the missing drainage plan detail makes the application incomplete and therefore will **NOT** move on to planning review or 60-day time period.

Please review the provided email comments from city staff and add the necessary detail to the drainage plan. Until a complete drainage plan is received, we cannot forward this application for planning review.

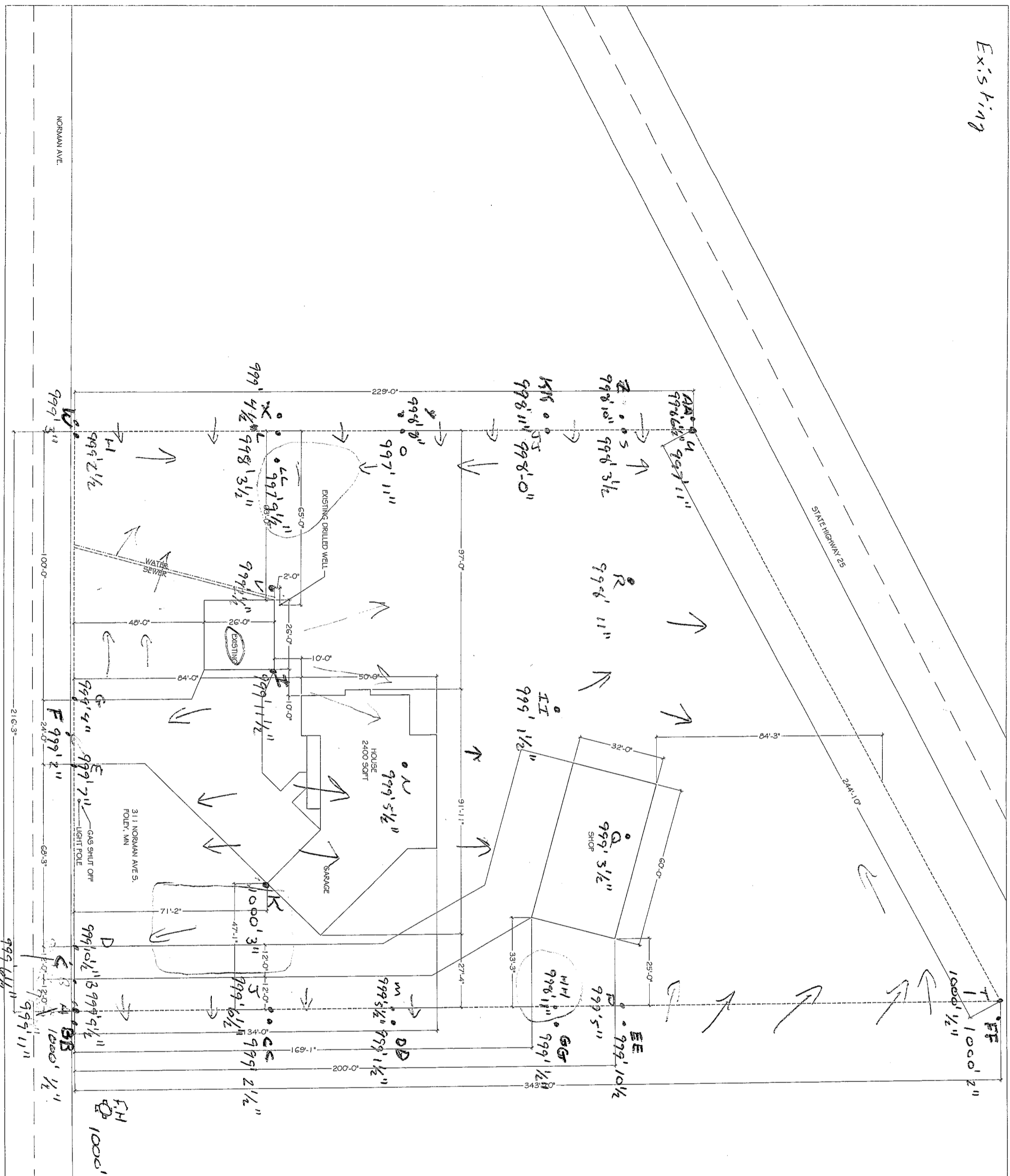
Sincerely,

Sarah A. Brunn  
City Administrator

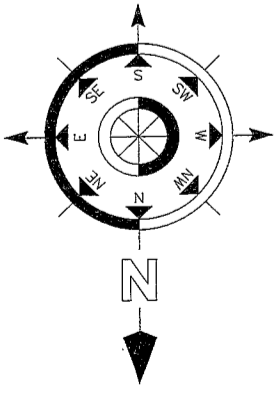
Enclosures

Existing

STATE HIGHWAY 25



311 NORMAN AVES. FOLEY, MN  
GAS SHUT OFF  
LIGHT POLE  
1000' Reference



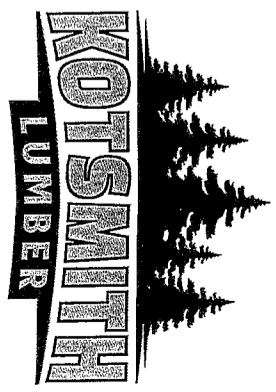
SCALE: 1/16" = 1'-0"

S-1

DESIGNED & DRAWN BY: MATT ANDERSON  
 PHONE: 320-968-3305  
 ACCOUNT MANAGER: JOHN BRENNY

CONTRACTOR:  
 HOMEOWNER: DUANE AND WANDA FOSS  
 3/26/26

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**From:** [Jarod Griffith](#)  
**To:** [Sarah Brunn](#); [Adam Ripple](#); [Mark Pappenfus](#); [nscott64@hotmail.com](mailto:nscott64@hotmail.com)  
**Subject:** RE: 04-13-26 Planning Agenda - Duane Foss Variance  
**Date:** Friday, April 24, 2026 2:01:03 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Sarah-

Examples of perimeter erosion control would be silt fence or bio logs. They should be installed where drainage from disturbed/construction areas leaves the site before construction occurs and stay in place until the site is stabilized (grass is established).

Thanks

Jarod R. Griffith, PE (MN)  
Engineer IV  
Short Elliott Hendrickson, Inc.  
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---

**From:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>  
**Sent:** Friday, April 24, 2026 1:29 PM  
**To:** Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>; Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>; Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>; [nscott64@hotmail.com](mailto:nscott64@hotmail.com)  
**Subject:** RE: 04-13-26 Planning Agenda - Duane Foss Variance

There was one other question I need to clarify – what do you mean by erosion control – is this for when construction occurs?

Thanks.

**Sarah A. Brunn**  
**City Administrator**  
[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)



**City of Foley**  
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**320-968-6325 Fax**

---

**From:** Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>  
**Sent:** Friday, April 24, 2026 1:24 PM  
**To:** Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>; Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>; Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>; [nscott64@hotmail.com](mailto:nscott64@hotmail.com)  
**Subject:** RE: 04-13-26 Planning Agenda - Duane Foss Variance

Good Afternoon Sarah-

The revised sheets are acceptable and address my comment #3 below. Sheet 1 shows existing drainage patterns. Sheet 2 provides their proposed drainage. The proposed drainage does not appear to be impacting the adjacent property owners.

Yes, Mark and I recently discussed my comment #6. The following is from the MDH website and provides more details...

A minimum isolation distance of 50 feet must be maintained between a buried sewer and a well. This distance may be reduced to 20 feet if the sewer is constructed of cast iron or plastic pipe meeting the standards of the Minnesota Well Code and the Minnesota Plumbing Code, and if the sewer has been successfully air-tested. The separation applies to all buried pipes carrying sewage, both outside a building, and under the building floor. The distance applies not only to water-supply wells used for providing drinking water, but also to wells used for other purposes, such as irrigation.

Thanks

Jarod R. Griffith, PE (MN)  
Engineer IV  
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---

**From:** Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>  
**Sent:** Friday, April 24, 2026 9:53 AM  
**To:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>; Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>; Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>; [nscott64@hotmail.com](mailto:nscott64@hotmail.com)  
**Subject:** RE: 04-13-26 Planning Agenda - Duane Foss Variance

That is better than what was submitted previously. I defer to Mark and Jarod on the adequacy.

Adam A. Ripple

Attorney

**RINKE NOONAN**

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(320) 251-6700 General  
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[website](#) | [email](#) | [bio](#) | [map](#)



---

**From:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>

**Sent:** Friday, April 24, 2026 7:43 AM

**To:** Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>; Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>;  
Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>; [nscott64@hotmail.com](mailto:nscott64@hotmail.com)

**Subject:** RE: 04-13-26 Planning Agenda - Duane Foss Variance

All –

I met with Duane's son yesterday and he provided me this – which is much better and includes many elevations. He explained to me how his reference point is the fire hydrant on the NE corner. Water drains away from the structures and they also are correcting the 2 low spots they currently have trouble with. If you have further questions I can provide you Adam Foss' cell phone to discuss further.

Jarod – sounds like he can do a different kind of pipe to make sure he's complying with state statute on the private line you indicated with your comments. I'm assuming you and Mark connected on this?

Let me know if this doesn't work – otherwise I plan to get this added to the next planning meeting on May 11<sup>th</sup>.

Thanks.

**Sarah A. Brunn**

**City Administrator**

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



## City of Foley

251 4<sup>th</sup> Avenue North

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Foley, MN 56329

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320-968-6325 Fax

---

**From:** Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>

**Sent:** Monday, April 6, 2026 12:25 PM

**To:** Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>; Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>; Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>; [nscott64@hotmail.com](mailto:nscott64@hotmail.com)

**Cc:** Scott Hedlund <[shedlund@sehinc.com](mailto:shedlund@sehinc.com)>

**Subject:** RE: 04-13-26 Planning Agenda - Duane Foss Variance

I agree with other comments on the drainage and that we will need additional information. Water & Sewer locations are not shown on the actual survey, but approx. current services are on the proposed site plan. Although this hasn't been discussed with homeowner yet, I believe there is another W&S stub to the North of the driveway, out from the North ½ of shed 'E' that could likely be used if they need to stay away from that current house they plan to make into a shed and the existing well. Other than that, Jarod has W&S requirements we discussed and agree on.

Thanks, Mark

**Mark Pappenfus**

**City of Foley Public Works Director**

**320-290-9186**

---

**From:** Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>

**Sent:** Monday, April 6, 2026 8:14 AM

**To:** Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>; Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>; [nscott64@hotmail.com](mailto:nscott64@hotmail.com); Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>

**Cc:** Scott Hedlund <[shedlund@sehinc.com](mailto:shedlund@sehinc.com)>

**Subject:** RE: 04-13-26 Planning Agenda - Duane Foss Variance

Sorry, this got stuck in my outbox.

I agree with Jarod that the document is NOT an adequate drainage plan. There are no elevations or contours and the lines are not arrows. It is not clear in the application if there will be site grading or how things might change. Ideally the drainage plan would be signed by an engineer, but the ordinance does not specifically require that. Letting a layperson just make up their own drainage plan is a bad idea.

Based on the aerial photos, it looks like there is already an accessory structure (E on the photos) that is closer to the road than the house. If the variance is granted, that should be worked in to the findings.

Adam A. Ripple  
Attorney

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(320) 251-6700 General  
(320) 257-3868 Direct  
(320) 656-3500 Fax

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



---

**From:** Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>  
**Sent:** Friday, April 3, 2026 5:32 PM  
**To:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>; Adam Ripple <[ARipple@rinkenoonan.com](mailto:ARipple@rinkenoonan.com)>;  
[nscott64@hotmail.com](mailto:nscott64@hotmail.com); Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>  
**Cc:** Scott Hedlund <[shedlund@sehinc.com](mailto:shedlund@sehinc.com)>  
**Subject:** RE: 04-13-26 Planning Agenda - Duane Foss Variance

Good Afternoon Sarah-

My comments on the Foss submittal are the following:

1. The improvements do not appear to be adding more than one acre of new impervious. Stormwater treatment is not needed.
2. A construction stormwater permit (SWPPP) would be needed if the work disturbs over one acre.
3. The provided drainage plan doesn't provide enough information to determine the potential drainage impacts to the surrounding properties. The meeting minutes mention the property owner doing some filling and ditch creation. I think that would an acceptable plan to show on the drainage plan along with drainage flow arrows.

4. Add perimeter erosion controls to the plan.
5. Add information about the proposed water and sanitary service extensions (layout, size, and material).
6. The sanitary service needs to be at least 50 feet from the existing well.

Thanks

Jarod R. Griffith, PE (MN)  
Engineer IV  
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**From:** Sarah Brunn <[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)>  
**Sent:** Thursday, April 2, 2026 1:28 PM  
**To:** Ripple, Adam <[aripple@rinkenoonan.com](mailto:aripple@rinkenoonan.com)>; Jarod Griffith <[jgriffith@sehinc.com](mailto:jgriffith@sehinc.com)>;  
[nscott64@hotmail.com](mailto:nscott64@hotmail.com); Mark Pappenfus <[mpappenfus@ci.foley.mn.us](mailto:mpappenfus@ci.foley.mn.us)>  
**Subject:** 04-13-26 Planning Agenda - Duane Foss Variance

Good afternoon.

Please see attached variance request from Duane Foss. He wishes to tear down portions of buildings at 311 Norman Ave S – repurpose the old house to an accessory building and build a new house and shed. The principal structure would be located behind an accessory building which is not permitted by code – the reason for the variance request.

Mr. Foss did come and speak to the planning commission in February just to talk through some of his items prior to submitting an application. I've included those minutes – the portions of that discussion are highlighted.

After receiving the application on Monday, I informed him I needed a drainage plan as well as a couple smaller items. I still have concerns with the drainage plan received today (Page 9) – the planning commission did indicate they may not need a formalized plan like we see on the commercial side, but wanted some documentation to show the flow of water. There have been some conflicts with the neighbor's drainage and they want to be certain the problem isn't going to be compounded with this project. Mr. Foss is very reluctant to hire an outside engineer for plans.

Please provide your comments as soon as you are able. I did tell Mr. Foss with the application being incomplete initially, it may get delayed until the May planning commission if I can't get staff comments back in time. I also explained I am not certain if this drainage plan will be acceptable. I will formalize any delays in writing if needed.

Thanks.

**Sarah A. Brunn**

**City Administrator**

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



**City of Foley**

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**320-968-7260 Office**

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# City of Foley

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May 14, 2026

Dear Property Owner,

Enclosed you will find a Notice of Public Hearing scheduled for 5:30 p.m. on June 2, 2026 on the application of Duane & Wanda Foss (311 Norman Avenue S) to request a variance to allow for an accessory building in front of a principal structure in an R-1 district.

You are receiving the enclosed Notice of Public Hearing according to the City of Foley Zoning Ordinance Section 24, whereby individual property owners within 350 feet of the property included in the request shall receive written notice of the public hearing's time, place and purpose for the opportunity to comment on the request.

If you have any questions concerning this notice, please contact the Foley City Hall, 968-7260. Thank you for your time in this matter.

Sincerely,

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

Sarah A. Brunn  
City Administrator

NOTICE OF PUBLIC HEARING ON REQUEST FOR  
CONDITIONAL USE PERMIT AND VARIANCE

Notice is hereby given, that on the 2<sup>nd</sup> day of June, 2026 at 5:30 P.M., at the Foley City Hall, in the City of Foley, pursuant to the City of Foley Zoning Ordinance Section 24, the City Council and the Planning Commission will hold a joint public hearing relating to the request of Duane & Wanda Foss located at 311 Norman Avenue S, for a variance to allow an accessory building in front of a principal structure.

The property is legally described as:

**Suggested Legal Description:**

**That part of the South 214.50 feet (13 rods) of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE1/4 SE1/4 NW1/4) of Section 35, Township 37, Range 29, Benton County, Minnesota, lying easterly of the easterly right of way boundary of Minnesota Trunk Highway 25 as defined in a certain Final Certificate recorded on November 21, 1953 in Book 15 of Miscellaneous, page 441.**

**Together with that part of the North 445.50 feet of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) described as follows:**

**Beginning at the southeast corner of said North 445.50 feet of said SE1/4 NW1/4;**

**thence northerly 7.71 feet along the east line of said SE1/4 NW1/4;**

**thence westerly 343.80 feet, more or less, along a line parallel with the south line of said North 445.50 feet of the SE1/4 NW1/4 to said easterly the right of way boundary of Minnesota Trunk Highway 25;**

**thence southeasterly 8.67 feet, more or less, along said right of way boundary of**

**Minnesota Trunk Highway 25 to the south line of said North 445.50 feet of SE1/4 NW1/4;**

**thence easterly 339.75 feet, more or less, along the last described south line to the point of beginning.**

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

Sarah A. Brunn  
City Administrator

**Map of Affected Property  
311 Norman Avenue S**



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

**RESOLUTION 2026-17**

**A RESOLUTION APPROVING A VARIANCE REQUEST SUBMITTED BY DUANE FOSS TO ALLOW A PRINCIPAL STRUCTURE TO BE LOCATED IN FRONT OF ANOTHER PRINCIPAL STRUCTURE**

**WHEREAS**, Duane Foss ("Applicant") submitted a variance application requesting relief from the City of Foley Zoning Ordinance requirement regulating placement of principal structures on a parcel; and

**WHEREAS**, the applicant proposes construction of a new residence on the property while converting the existing residence into a garage/accessory building, resulting in the existing structure being located in front of the proposed new principal residence; and

**WHEREAS**, the subject property is legally described in Exhibit A;

**WHEREAS**, a public hearing was conducted on June 2, 2026, and after review of application materials, site plans, drainage information, staff review, and testimony from the applicant and neighboring property owners; and

**WHEREAS**, the Planning Commission reviewed applicable variance standards and considered whether practical difficulties exist warranting approval of the request.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Foley, Minnesota, that the following Findings of Fact are hereby adopted:

**FINDINGS OF FACT**

1. The applicant seeks a variance to permit an existing structure, proposed to be converted into a garage/accessory building, to remain located in front of a newly constructed principal residence contrary to zoning ordinance requirements regarding placement of principal structures.
2. The applicant demonstrated practical difficulties in strict application of the zoning ordinance because reasonable use of the property as proposed would not otherwise be permitted.
3. The practical difficulties are not based solely upon economic considerations.
4. The property contains unique circumstances supporting the request that were not created solely by the landowner.

5. The proposed development remains harmonious with the general purpose and intent of the zoning ordinance.
6. The request is consistent with the City's Comprehensive Plan.
7. Approval of the variance will not alter the essential character of the surrounding neighborhood.
8. A drainage management plan was submitted and reviewed demonstrating runoff will be managed to avoid adverse drainage impacts upon neighboring properties.
9. Testimony established existing drainage generally flows toward the highway and ditch system and that the applicant proposes minor grading improvements intended to improve site drainage conditions without creating impacts to adjacent properties.
10. The applicant addressed water and sewer separation concerns through installation of a pressurized sewer pipe system intended to prevent contamination risk.
11. The requested variance represents the minimum action necessary to afford relief while preserving the intent of the zoning ordinance.
12. Approval of the request will not be detrimental to public health, safety, welfare, or surrounding property owners.
13. The City finds the request satisfies applicable variance standards and practical difficulty requirements.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council of the City of Foley hereby approves the variance request submitted by Duane Foss subject to the following conditions:

**CONDITIONS OF APPROVAL**

1. Development shall occur substantially consistent with plans submitted with the variance application.
2. Drainage improvements shall be completed substantially consistent with drainage information presented to the Planning Commission.
3. Site grading activities shall not create adverse drainage impacts upon neighboring properties.
4. Sewer and utility improvements shall comply with all applicable local and state regulations.

5. Approval is limited solely to relief requested regarding principal structure placement and does not authorize future pond construction or other site modifications not specifically reviewed as part of this application.

Adopted this 2<sup>nd</sup> day of June, 2026.

CITY OF FOLEY

---

Brandon Voit, Mayor

Attest:

---

Sarah A. Brunn, City Administrator

## EXHIBIT A

That part of the South 214.50 feet (13 rods) of Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE1/4SE1/4NW1/4) of Section 35, Township 37, Range 29, Benton County, Minnesota, lying easterly of the easterly right of way boundary of Minnesota Trunk Highway 25 as defined in a certain Final Certificate recorded on November 21, 1953 in Book 15 of Miscellaneous, page 441.

Together with that part of the North 445.50 feet of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) described as follows:

Beginning at the southeast corner of said North 445.50 feet of said SE1/4NW1/4;

Thence northerly 7.71 feet along the east line of said SE1/4 NW1/4;

Thence westerly 343.80 feet, more or less, along a line parallel with the south line of the said North 445.50 feet of the SE1/4 NW1/4 to said easterly the right of way boundary of Minnesota Trunk Highway 25;

Thence southeasterly 8.67 feet, more or less, along said right of way boundary of Minnesota Trunk Highway 25 to the south line of said North 445.50 feet of SE1/4 NW1/4; thence easterly 339.75 feet, more or less, along the last described south line to the point of beginning.

## CHANGE ORDER NO. 2

OWNER	City of Foley	DATE	June 2, 2026
CONTRACTOR	Levanen Underground LLC	SEH No.	FOLEY 181833
ENGINEER	SEH		
Project	2025 Lead Water Service Line Replacement, Foley		

You are directed to make the following changes in the Contract Documents:

Description:

Add contract items for replacing the water service at the additional properties. The contractor shall complete all work before July 31, 2026.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
29	MOBILIZATION	LUMP SUM	1.00	\$2,100.00	\$2,100.00
30	CLEARING	EACH	1.00	\$1,000.00	\$1,000.00
31	GRUBBING	EACH	1.00	\$1,000.00	\$1,000.00
32	REMOVE CONCRETE CURB	LIN FT	64.00	\$12.00	\$768.00
33	REMOVE CONCRETE PAVEMENT	SQ YD	60.00	\$45.00	\$2,700.00
34	REMOVE BITUMINOUS PAVEMENT	SQ YD	31.00	\$30.00	\$930.00
35	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	6.00	\$185.00	\$1,110.00
36	BITUMINOUS PATCH SPECIAL (DRIVEWAY RESTORATION)	SQ YD	4.00	\$112.00	\$448.00
37	BITUMINOUS PATCH SPECIAL (STREET RESTORATION)	SQ YD	27.00	\$168.00	\$4,536.00
38	TRACER WIRE SYSTEM	LUMP SUM	1.00	\$3,000.00	\$3,000.00
39	CONNECT TO EXISTING INDOOR PLUMBING	EACH	6.00	\$715.00	\$4,290.00
40	CONNECT TO EXISTING WATER SERVICE	EACH	6.00	\$454.00	\$2,724.00
41	PROVIDE FILTER PITCHER	EACH	6.00	\$110.00	\$660.00
42	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER	LIN FT	10.00	\$43.00	\$430.00
43	INDOOR PLUMBING TO RELOCATE WATER METER, PEX	LIN FT	10.00	\$40.00	\$400.00
44	1" HDPE SERVICE PIPE REPLACEMENT	LIN FT	231.00	\$65.00	\$15,015.00
45	CURB STOP & BOX	EACH	6.00	\$250.00	\$1,500.00
46	3" INSULATION	SQ YD	14.00	\$15.00	\$210.00
47	CONCRETE CURB	LIN FT	64.00	\$35.00	\$2,240.00
48	4" CONCRETE WALK	SQ FT	196.00	\$15.00	\$2,940.00
49	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	39.00	\$195.00	\$7,605.00
50	ELECTRICAL SERVICE GROUND	EACH	5.00	\$650.00	\$3,250.00
51	SALVAGE AND INSTALL LANDSCAPING	SQ YD	6.00	\$154.00	\$924.00
52	TRAFFIC CONTROL	LUMP SUM	1.00	\$1,000.00	\$1,000.00
53	CONIFEROUS TREE 6' HT B&B	EACH	1.00	\$680.00	\$680.00
54	STORM DRAIN INLET PROTECTION	EACH	6.00	\$220.00	\$1,320.00

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
55	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	165.00	\$4.50	\$742.50
56	TURF ESTABLISHMENT, SEEDING SPECIAL	SQ YD	166.00	\$9.55	\$1,585.30
<b>TOTAL</b>					<b>\$65,107.80</b>

**Reason for Change Order:**

During construction, the contractor completed all the planned work with funding still available. The Engineer determined to add 6 additional water service replacements. The contractor requested unit price adjustment for the additional work. Upon review with City staff, the Engineer has determined the cost to be justified.

**Attachment:**

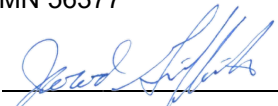
Drawing Nos. 1, 50-57, dated 06/02/2026.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$294,585.65	09/13/2025	10/18/2025
Net increase ( <del>decrease</del> ) from previous Change Order No. 1 to 1:	\$1,590.00	No Change	No Change
Contract price prior to the Change Order:	\$296,175.65	09/13/2025	10/18/2025
Net increase ( <del>decrease</del> ) of this Change Order:	\$65,107.80	07/31/2026	09/04/2026
Contract price with all approved Change Orders:	\$361,283.45	07/31/2026	09/04/2026

In accordance with the Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.


**RECOMMENDED:**

SEH  
2351 Connecticut Avenue, Suite 300  
Sartell, MN 56377

By:   
Title: Project Engineer  
Date: 05/22/2026

**ACCEPTED:**

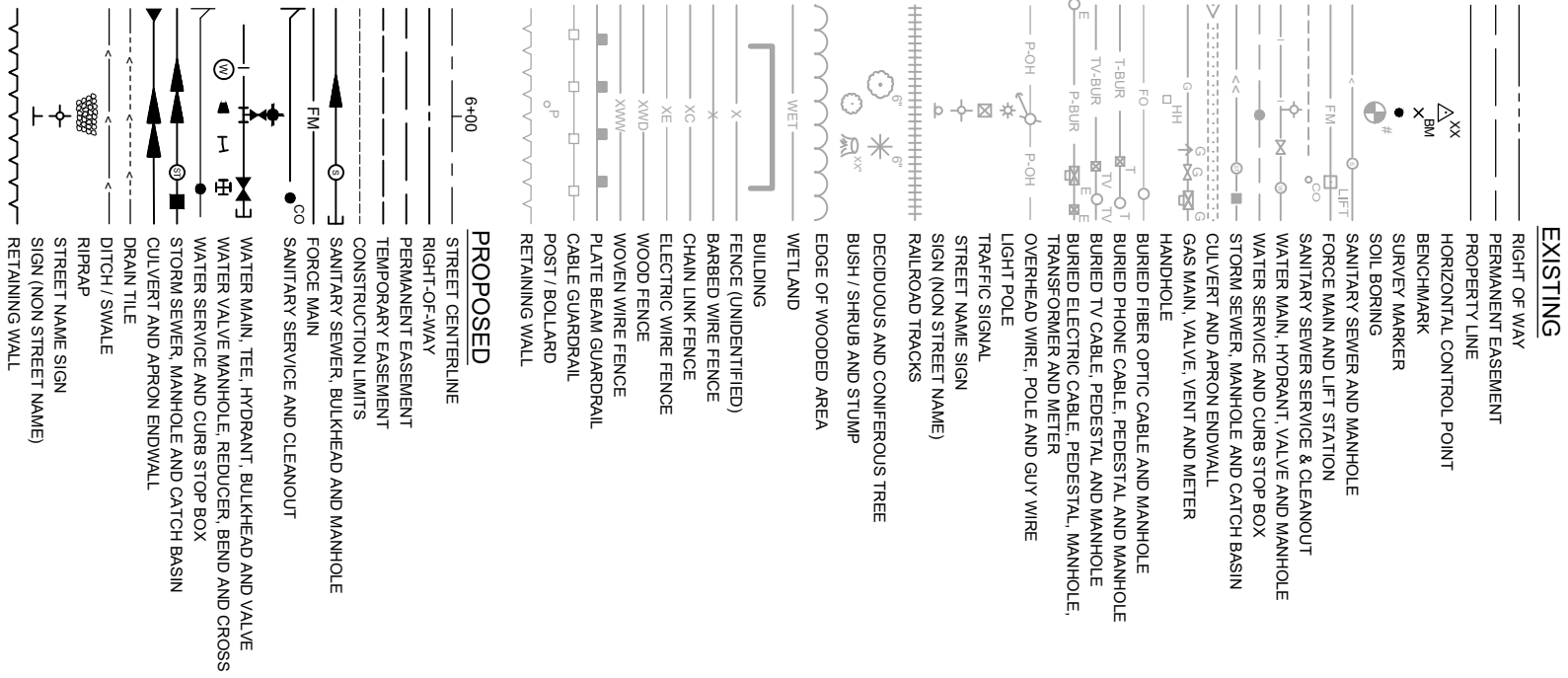
Levanen Underground LLC  
33361 710<sup>th</sup> Avenue  
Kimball, MN 55353

By:   
Title: President  
Date: 05-22-2026

**APPROVED:**

City of Foley  
251 Fourth Avenue North  
Foley, MN 56329

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

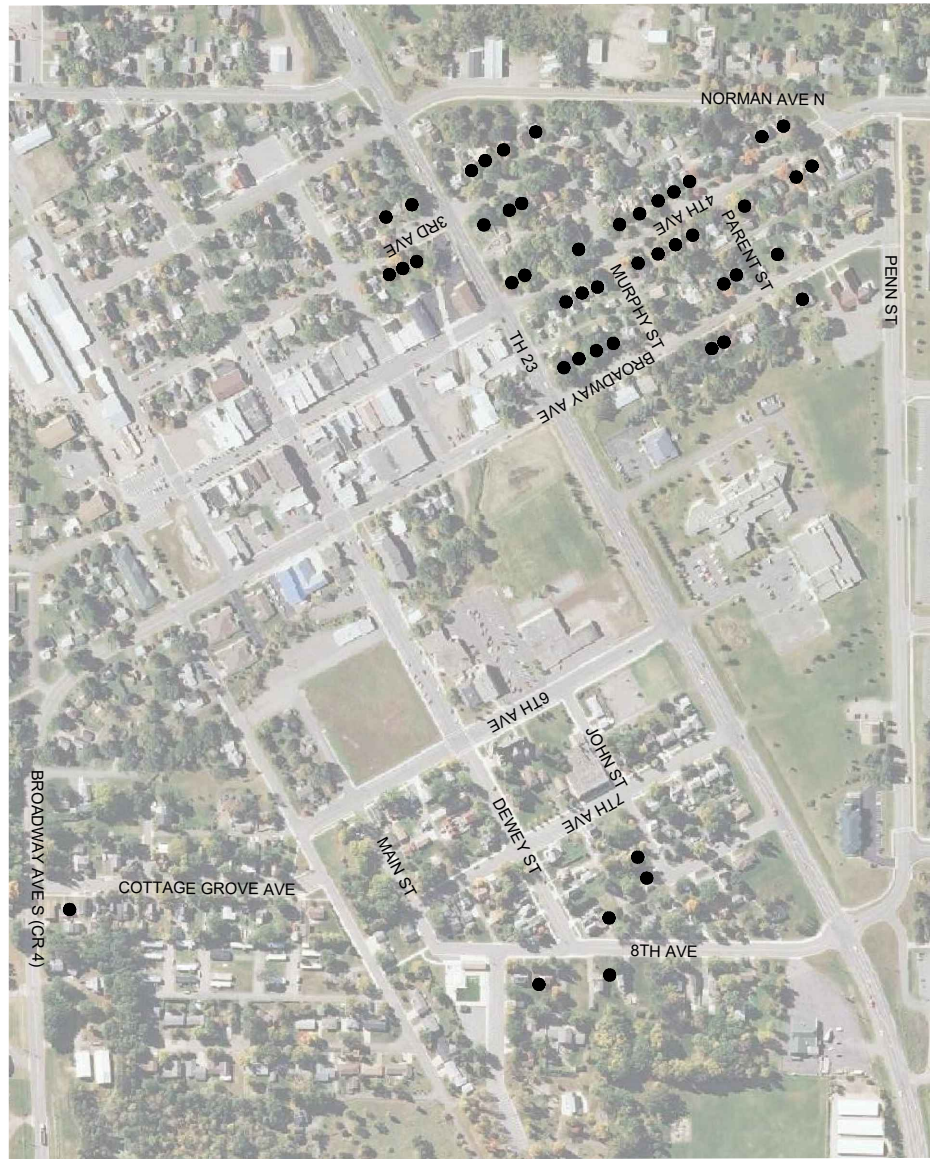


NO	BY	DATE	REVISIONS
1	RBH	06/22/2026	CHANGE ORDERS #2, PG 1, 50, 57

# CITY OF FOLEY, MINNESOTA

## CONSTRUCTION PLANS FOR 2025 FOLEY LEAD WATER SERVICE LINE REPLACEMENT

CITY PROJECT NO. 181833  
● PROJECT LOCATION

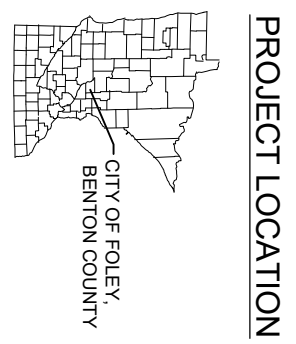


GOVERNING SPECIFICATIONS  
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	TABLATIONS
4	LOCATION MAPS
5-46	WATER LINE REPLACEMENT PLAN SHEETS
47-49	SWPPP
50	CHANGE ORDER TABULATIONS
51	CHANGE ORDER LOCATION MAP
52-57	CHANGE ORDER WATER LINE REPLACEMENT PLAN SHEETS

THIS PLAN CONTAINS 57 SHEETS.



### CONSTRUCTION DOCUMENTS

FOLEY, MINNESOTA



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: *Jarrod Griffith*  
JARROD GRIFFITH  
Date: 04/01/2025  
Lic. No. 56772

PROJECT NO. FOLEY181833  
1 of 57



NOTE:  
THIS SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CLASS 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".  
THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

CHANGE ORDER STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY
	29	MOBILIZATION	LUMP SUM	1.00
	30	CLEARING	EACH	1
	31	GRUBBING	EACH	1
	32	REMOVE CONCRETE CURB	LN FT	64
	33	REMOVE CONCRETE PAVEMENT	SQ YD	60
	34	REMOVE BITUMINOUS PAVEMENT	SQ YD	31
	35	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	6
	36	BITUMINOUS PATCH SPECIAL (DRIVEWAY RESTORATION)	SQ YD	4
	37	BITUMINOUS PATCH SPECIAL (STREET RESTORATION)	SQ YD	27
	38	TRACER WIRE SYSTEM	LUMP SUM	1.00
	39	CONNECT TO EXISTING INDOOR PLUMBING	EACH	6
	40	CONNECT TO EXISTING WATER SERVICE	EACH	6
	41	PROVIDE FILTER PITCHER	EACH	6
	42	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER	LN FT	10
	43	INDOOR PLUMBING TO RELOCATE WATER METER, PEX	LN FT	10
	44	1" HDPE SERVICE PIPE REPLACEMENT	LN FT	231
	45	CURB STOP & BOX	EACH	6
	46	3" INSULATION	SQ YD	14
	47	CONCRETE CURB	LN FT	64
	48	4" CONCRETE WALK	LN FT	196
	1,2,3,4	6" CONCRETE DRIVEWAY PAVEMENT	SQ FT	39
	50	ELECTRICAL SERVICE GROUND	EACH	6
	51	SALVAGE AND INSTALL LANDSCAPE	SQ YD	6
	52	TRAFFIC CONTROL	LUMP SUM	1.00
	53	CONIFEROUS TREE 6" HT B&B	EACH	2
	54	STORM DRAIN INLET PROTECTION	EACH	6
	55	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LN FT	165
	56	TURF ESTABLISHMENT, SEEDING SPECIAL	SQ YD	166


NOTES:

- CONCRETE SIDEWALK WILL BE PAID FOR BY THE SQUARE FOOT. ALL ASSOCIATED WORK, INCLUDING EXCAVATION AND SAND BEDDING SHALL BE INCLUDED IN THE SQUARE FOOT PRICE. (SAWCUTTING AND CONCRETE REMOVAL PAID FOR SEPARATELY)
- CONCRETE SIDEWALKS SHALL INCLUDE A LIGHT BROOM FINISH PERPENDICULAR TO THE DIRECTION OF WALK, AND SAWCUT JOINT. (INCIDENTAL)
- ALL CONCRETE (DRIVEWAYS, SIDEWALK, CURB & GUTTER, AND ETC.) SHALL BE SEALED WITH A SILANE OR SILOXANE SEALER ONCE IT HAS REACHED THE REQUIRED AGE (INCIDENTAL TO EACH CONCRETE ITEM). FOLLOW MANUFACTURERS SPECIFICATIONS AND PROCEDURES
- THE CONTRACTOR SHALL MINIMIZE IMPACT TO ITEMS LIKE STAIRS, TREES, BUSHES, LANDSCAPING, AND FENCES. THESE ITEMS SHALL BE USED ONLY AT THE DISCRETION OF THE ENGINEER. THE FINAL QUANTITY MAY BE REDUCED OR ELIMINATED.
- THE CONTRACTOR SHALL MINIMIZE THE IMPACT TO FINISHED BASEMENTS. ALL ASSOCIATED WORK, INCLUDING DEMOLITION & RECONSTRUCTION, SALVAGING & REINSTALLING, LABOR MATERIALS, AND DISPOSAL OF MATERIALS SHALL BE INCLUDED IN THE ITEMS \*PREPARE FINISHED AREA FOR WATER SERVICE REPLACEMENT\*
- LINEAR LENGTH TO INCLUDE ALL FITTINGS AND OR ADDITIONAL MATERIALS AS NEEDED TO RELOCATE METER.
- ITEM TO INCLUDE LENGTH BETWEEN METER AND CURB BOX ONLY. NO ADDITIONAL FOOTAGE SHALL APPLY OR BE PAID FOR
- COORDINATE CONNECTION WITH CITY STREET IMPROVEMENT PROJECT. ITEM INCLUDES 10' OF EXTRA SERVICE PIPE IF CURB STOP IS NOT AVAILABLE.
- ITEM TO INCLUDE TOPSOIL BORROW AS NECESSARY, INCIDENTAL.

CHANGE ORDER QUANTITY TABULATIONS

ITEM NO	ITEM DESCRIPTION	UNITS	140 8TH AVE	221 8TH AVE	230 8TH AVE	720 JOHN ST	730 JOHN ST	230 COTTAGE GROVE AVE
29	MOBILIZATION	LUMP SUM						
30	CLEARING	EACH	1					
31	GRUBBING	EACH	1					
32	REMOVE CONCRETE CURB	LN FT				24		20
33	REMOVE CONCRETE PAVEMENT	SQ YD	13			9		15
34	REMOVE BITUMINOUS PAVEMENT	SQ YD				9		15
35	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	1		1			1
36	BITUMINOUS PATCH SPECIAL (DRIVEWAY RESTORATION)	SQ YD				1		4
37	BITUMINOUS PATCH SPECIAL (STREET RESTORATION)	SQ YD				9		15
38	TRACER WIRE SYSTEM	LUMP SUM						3
39	CONNECT TO EXISTING INDOOR PLUMBING	EACH	1		1			1
40	CONNECT TO EXISTING WATER SERVICE	EACH	1		1			1
41	PROVIDE FILTER PITCHER	EACH	1		1			1
42	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER	LN FT				1		1
43	INDOOR PLUMBING TO RELOCATE WATER METER, PEX	LN FT				31		26
44	1" HDPE SERVICE PIPE REPLACEMENT	LN FT	54		8			37
45	CURB STOP & BOX	EACH	1		1			1
46	3" INSULATION	SQ YD						1
47	CONCRETE CURB	LN FT				24		20
48	4" CONCRETE WALK	LN FT						76
49	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	120					15
50	ELECTRICAL SERVICE GROUND	EACH	1		1			1
51	SALVAGE AND INSTALL LANDSCAPE	SQ YD			6			1
52	TRAFFIC CONTROL	LUMP SUM						
53	CONIFEROUS TREE 6" HT B&B	EACH	1					
54	STORM DRAIN INLET PROTECTION	EACH	1		1			1
55	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LN FT	30		15			30
56	TURF ESTABLISHMENT, SEEDING SPECIAL	SQ YD	37		39			13

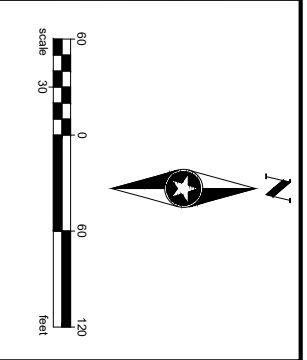
SEH Project	FOLEY181833	Revision	Revision Issue Description	Date
Drawn By	SAS	Rev #	Description	
Designed By	JRG	1	CHANGE ORDER #2	06/02/2026
Checked By	JRG			



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT LAWS OF THE STATE OF MINNESOTA.

JAROD GRIFFITH  
DATE 04/01/2025 LICENSE NO. 56772

2025 FOLEY LEAD SERVICE LINE REPLACEMENT



# 2025 FOLEY LEAD SERVICE LINE REPLACEMENT

SEH Project: FOLEY181833  
Drawn By: SAS  
Designed By: JRG  
Checked By: JRG

Rev. # 1  
Description: CHANGE ORDER #2  
Date: 08/02/2026

Rev. #  
Description:  
Date:

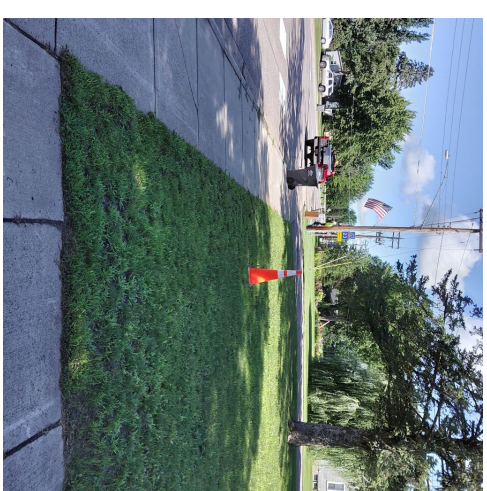
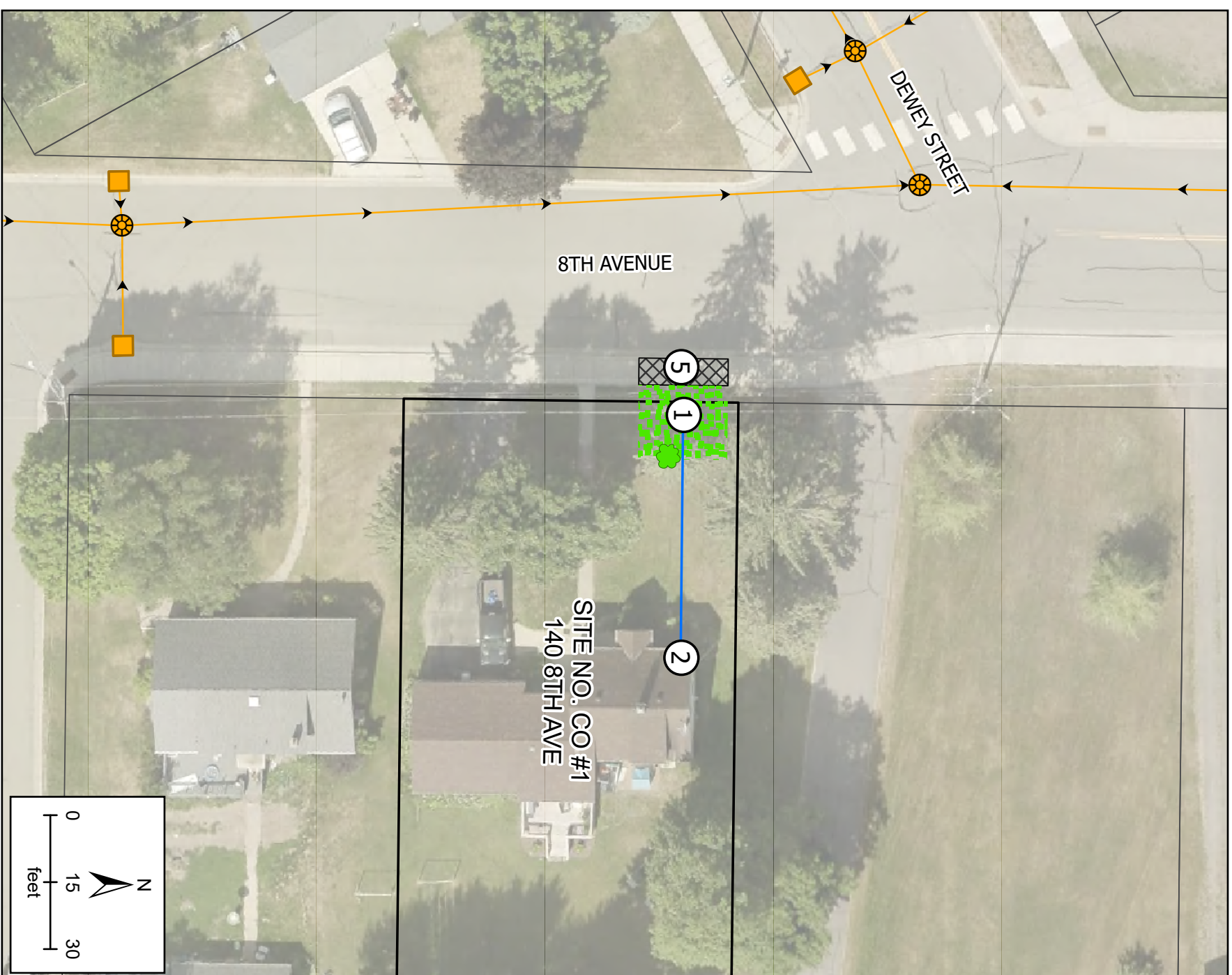


I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT  
SUPERVISION AND THAT I AM A LICENSED CIVIL ENGINEER UNDER THE  
LAWS OF THE STATE OF MINNESOTA.  
JAROD GRIFFITH  
DATE: 04/01/2025  
LICENSE NO.: 95172

2025 FOLEY LEAD SERVICE LINE  
REPLACEMENT  
FOLEY, MINNESOTA

CHANGE ORDER  
LOCATION MAP  
51  
of 57

### - SEE TABULATION SHEETS  
FOR ADDRESS INFORMATION



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- ASPHALT
- CONCRETE
- CURB
- TURF ESTABLISHMENT
- GRAVEL
- MISC. AREA
- CURB STOP
- DECIDUOUS TREE
- SIGN
- MAIL BOX
- STORM STRUCTURE
- STORM MANHOLE
- STORM GRAVITY MAIN

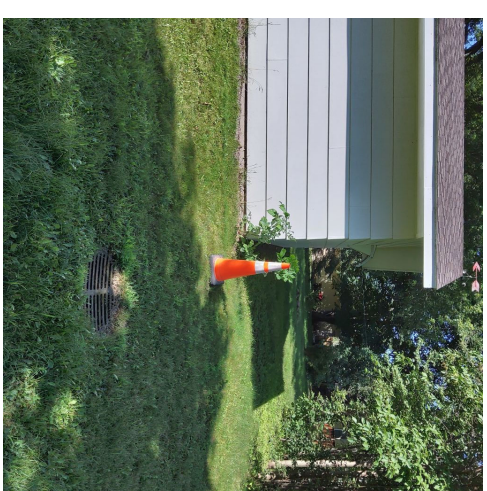
**CONSTRUCTION NOTES**

1. EXISTING CURB STOP LOCATION
2. EXISTING METER LOCATION
3. PROPOSED CURB STOP LOCATION
4. PROPOSED METER LOCATION
5. SUGGESTED BORE PIT LOCATION

SITE INFORMATION	
OWNER NAME	[REDACTED]
OWNER PHONE NUMBER	[REDACTED]
OWNER EMAIL ADDRESS	[REDACTED]
RENTER NAME	[REDACTED]
RENTER PHONE NUMBER	[REDACTED]
RENTER EMAIL ADDRESS	[REDACTED]
SIGNED AGREEMENT	INSPECTOR COLLECTED
SERVICE TO BE REPLACED	CURB STOP TO METER
SERVICE REPLACEMENT METHOD	DIRECTIONAL BORE/PULL AFTER VERIFICATION OF SERVICE DEPTH WITH ENGINEER
PRIVATE SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
PUBLIC SERVICE MATERIAL	NON-LEAD
WATER METER LOCATION	LOCATED 3 FT FROM THE NORTH WALL AND 1 FT FROM THE WEST WALL.

EXTERIOR INFORMATION	
EXTERIOR GENERAL COMMENTS	PROTECT CONCRETE CURB & GUTTER
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

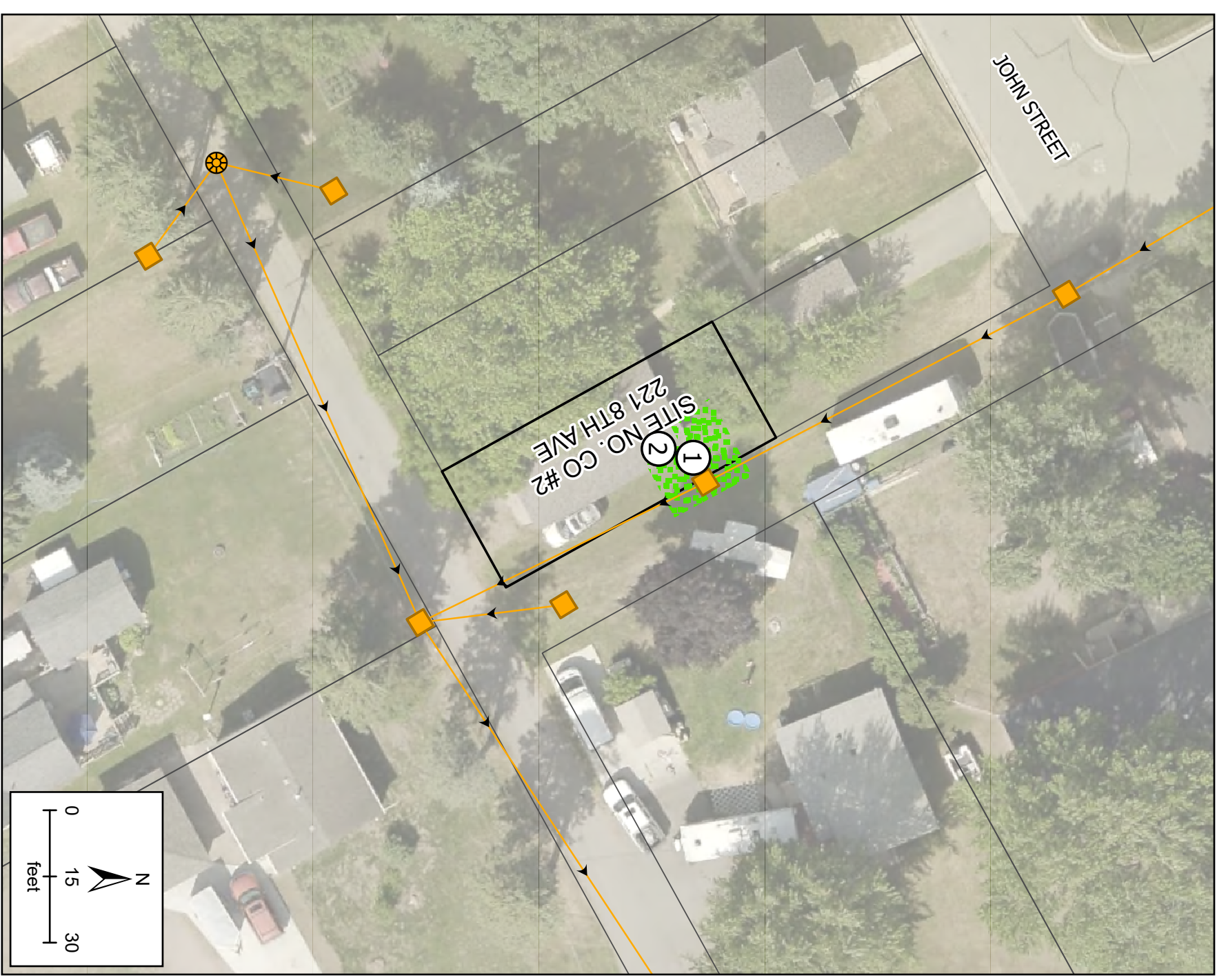
INTERIOR INFORMATION	
ACCESS NOTES	METER IN A CLOSET
BASEMENT NOTES	7.5' CEILING HEIGHT. UNFINISHED CONCRETE FLOOR. IN CLOSET
SANITARY SEWER NOTES	PROTECT SANITARY SEWER. LOCATION UNKNOWN. ASSUMED TO FLOW WEST TO 8TH AVE.
PROPOSED WATER METER LOCATION	INSIDE BASEMENT CLOSET
INTERIOR GENERAL COMMENTS	



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

- Ⓢ CONSTRUCTION NOTES**
- EXISTING CURB STOP LOCATION
  - EXISTING METER LOCATION
  - PROPOSED CURB STOP LOCATION
  - PROPOSED METER LOCATION
  - SUGGESTED BORE PIT LOCATION

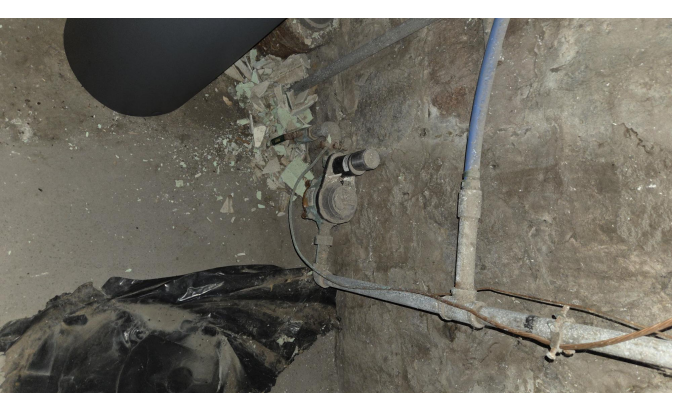
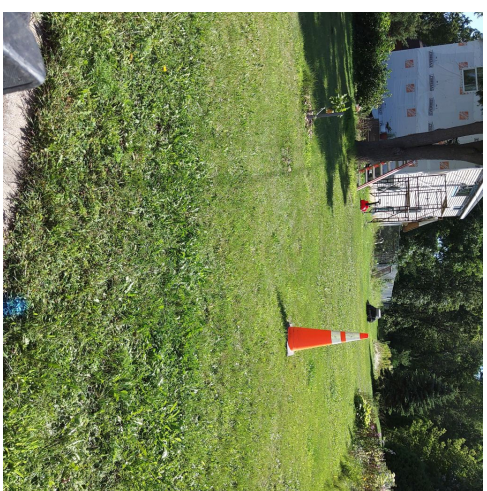
- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- ASPHALT
- CONCRETE
- CURB
- TURF ESTABLISHMENT
- GRAVEL
- MISC. AREA
- CURB STOP
- DECIDUOUS TREE
- SIGN
- MAIL BOX
- STORM STRUCTURE
- STORM MANHOLE
- STORM GRAVITY MAIN



SITE INFORMATION	
OWNER NAME	
OWNER PHONE NUMBER	
OWNER EMAIL ADDRESS	
RENTER NAME	
RENTER PHONE NUMBER	
RENTER EMAIL ADDRESS	
SIGNED AGREEMENT	
SERVICE TO BE REPLACED	
SERVICE REPLACEMENT METHOD	
PRIVATE SERVICE MATERIAL	
PUBLIC SERVICE MATERIAL	
WATER METER LOCATION	

EXTERIOR INFORMATION	
EXTERIOR GENERAL COMMENTS	PROTECT BUILDING, PROTECT STORM SEWER.
GROUND ROD NOTES	GROUND ROD NOT LOCATED.

INTERIOR INFORMATION	
ACCESS NOTES	IN GARAGE, DOUBLE GARAGE DOR
BASEMENT NOTES	8' CEILING HEIGHT UNFINISHED CONCRETE FLOOR
SANITARY SEWER NOTES	PROTECT SANITARY SEWER, UNDER SINK, 6' FROM CURB STOP
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	NO EXISTING METER.



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

**Ⓢ CONSTRUCTION NOTES**

1. EXISTING CURB STOP LOCATION
2. EXISTING METER LOCATION
3. PROPOSED CURB STOP LOCATION
4. PROPOSED METER LOCATION
5. SUGGESTED BORE PIT LOCATION

- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- ASPHALT
- CONCRETE
- CURB
- TURF ESTABLISHMENT
- GRAVEL
- MISC. AREA
- CURB STOP
- DECIDUOUS TREE
- SIGN
- MAIL BOX
- STORM STRUCTURE
- STORM MANHOLE
- STORM GRAVITY MAIN

**SITE INFORMATION**

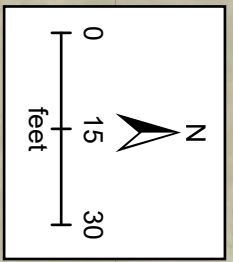
OWNER NAME	
OWNER PHONE NUMBER	
OWNER EMAIL ADDRESS	
RENTER NAME	
RENTER PHONE NUMBER	
RENTER EMAIL ADDRESS	
SIGNED AGREEMENT	
SERVICE TO BE REPLACED	IN HAND
SERVICE REPLACEMENT METHOD	CURB STOP TO METER
PRIVATE SERVICE MATERIAL	DIRECTIONAL BORE
PUBLIC SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
NON-LEAD	
WATER METER LOCATION	LOCATED 14 FT FROM THE WEST WALL AND 1 FT FROM THE SOUTH WALL.

**EXTERIOR INFORMATION**

EXTERIOR GENERAL COMMENTS	PROTECT POWER POLE.
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

**INTERIOR INFORMATION**

ACCESS NOTES	
BASEMENT NOTES	7' CEILING HEIGHT UNFINISHED CONCRETE FLOOR
SANITARY SEWER NOTES	PROTECT SANITARY SEWER. CLEANOUT 1' EAST OF METER. FLOWS WEST TO 8TH AVE.
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	



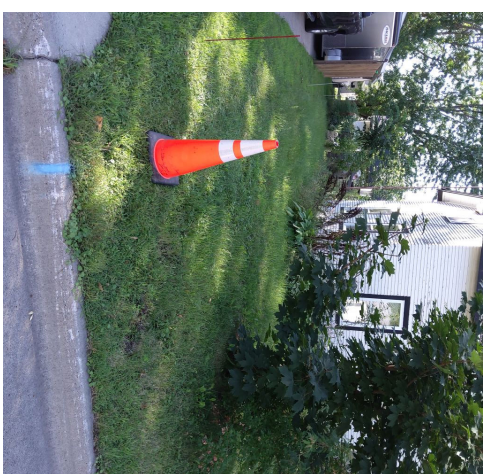
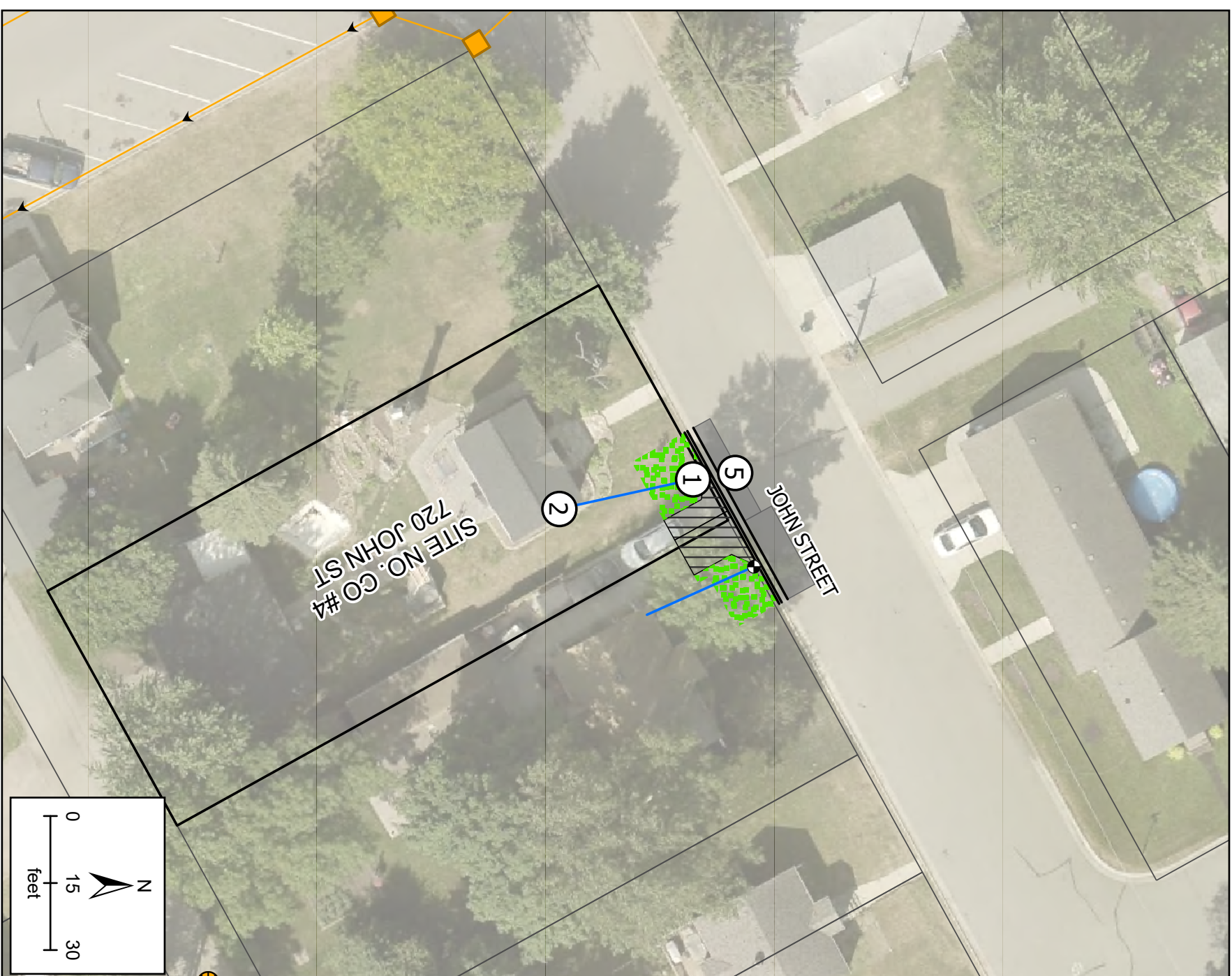
SEH Project: FOLEY 181833  
 Drawn By: TBS  
 Designed By: RPH  
 Checked By: JRG

Revision Issue: 1  
 Description: CHANGE ORDER #2  
 Date: 06/02/2026

SEH  
 I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 JAROD GRIFFITH, PE  
 DATE: 06/02/2026  
 LICENSE NO.: 59772

2025 LEAD WATER SERVICE LINE REPLACEMENT  
 FOLEY, MINNESOTA

230 8TH AVE  
 FOLEY, MN 56329  
 54 of 57



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

**Ⓢ CONSTRUCTION NOTES**

1. EXISTING CURB STOP LOCATION
2. EXISTING METER LOCATION
3. PROPOSED CURB STOP LOCATION
4. PROPOSED METER LOCATION
5. SUGGESTED BORE PIT LOCATION

- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- ASPHALT
- CONCRETE
- CURB
- TURF ESTABLISHMENT
- GRAVEL
- MISC. AREA
- DECIDUOUS TREE
- SIGN
- MAIL BOX
- CURB STOP
- STORM STRUCTURE
- STORM MANHOLE
- STORM GRAVITY MAIN

**SITE INFORMATION**

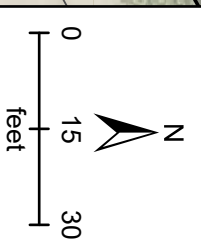
OWNER NAME	
OWNER PHONE NUMBER	
OWNER EMAIL ADDRESS	
RENTER NAME	
RENTER PHONE NUMBER	
RENTER EMAIL ADDRESS	
SIGNED AGREEMENT	NONE
SERVICE TO BE REPLACED	CURB STOP TO METER
SERVICE REPLACEMENT METHOD	DIRECTIONAL BORE/PULL AFTER VERIFICATION OF SERVICE DEPTH WITH ENGINEER
PRIVATE SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
PUBLIC SERVICE MATERIAL	NON-LEAD
WATER METER LOCATION	LOCATED 5 FT FROM THE NORTH WALL AND 1 FT FROM THE EAST WALL.

**EXTERIOR INFORMATION**

EXTERIOR GENERAL COMMENTS	COORDINATE EXTERIOR REMOVALS WITH 730 JOHN ST.
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

**INTERIOR INFORMATION**

ACCESS NOTES	BASEMENT
BASEMENT NOTES	6" CEILING HEIGHT UNFINISHED CONCRETE FLOOR. SUMP PIT 1' SOUTH OF METER
SANITARY SEWER NOTES	PROTECT SANITARY SEWER. CLEANOUT 4" WEST OF METER.
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	



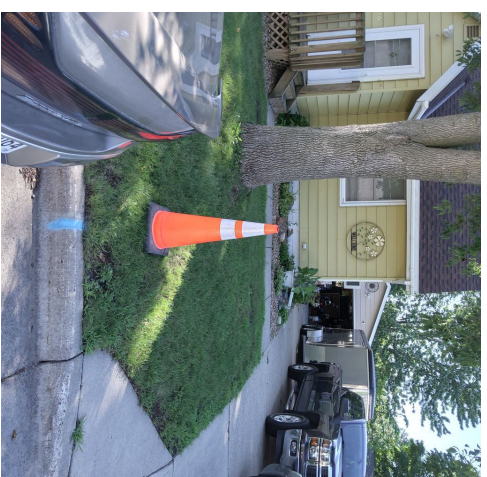
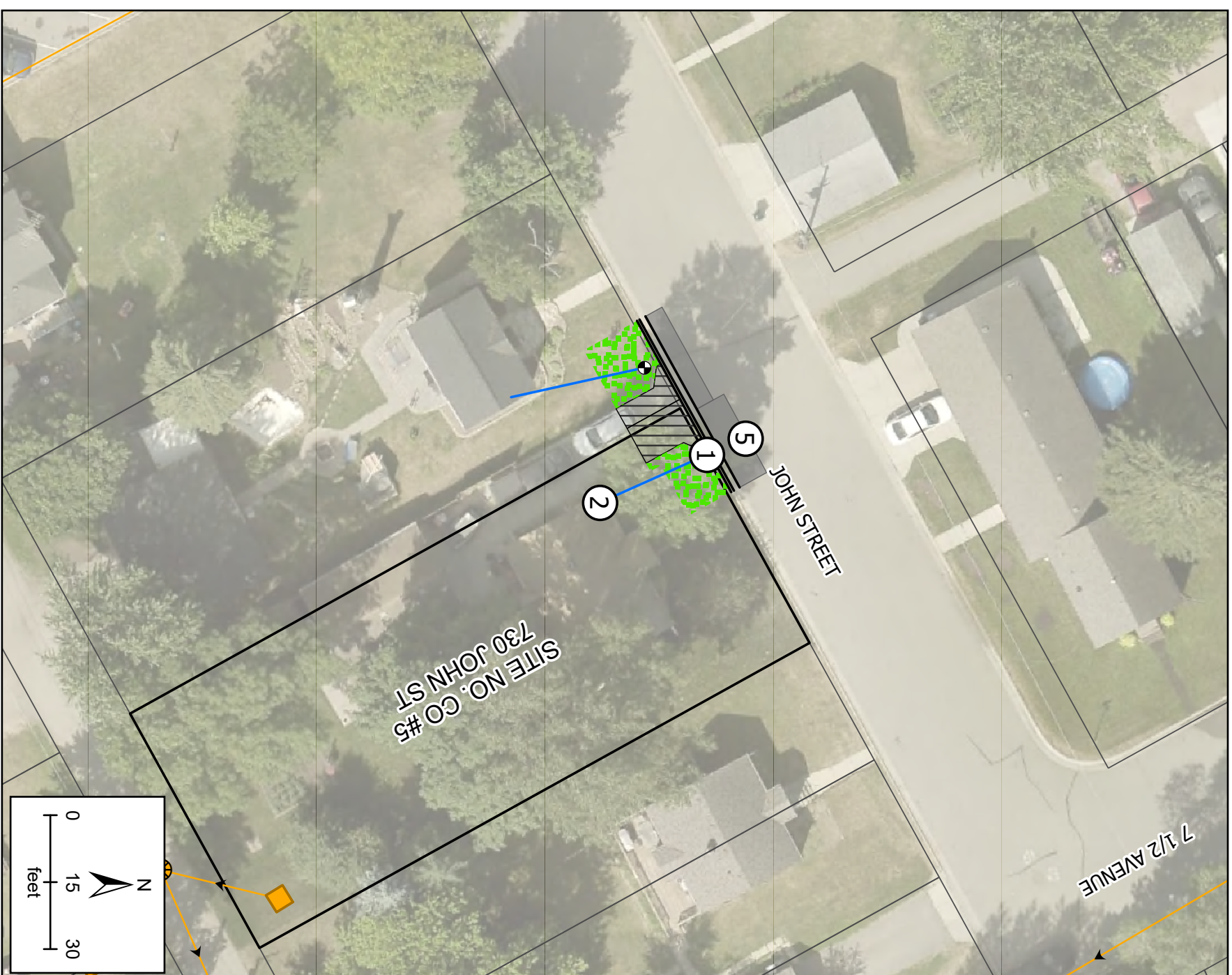
SEH Project: FOLEY 181833  
 Drawn By: TBS  
 Designed By: RPH  
 Checked By: JRG

Rev# 1  
 Revision Issue Description: CHANGE ORDER #2  
 Date: 06/02/2026

SEH  
 I HEREBY CERTIFY THAT THIS DRAWING PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 JAROD GRIFFITH, PE  
 DATE: 06/02/2026  
 LICENSE NO.: 98772

2025 LEAD WATER SERVICE LINE REPLACEMENT  
 FOLEY, MINNESOTA

720 JOHN ST  
 FOLEY, MN 56329



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

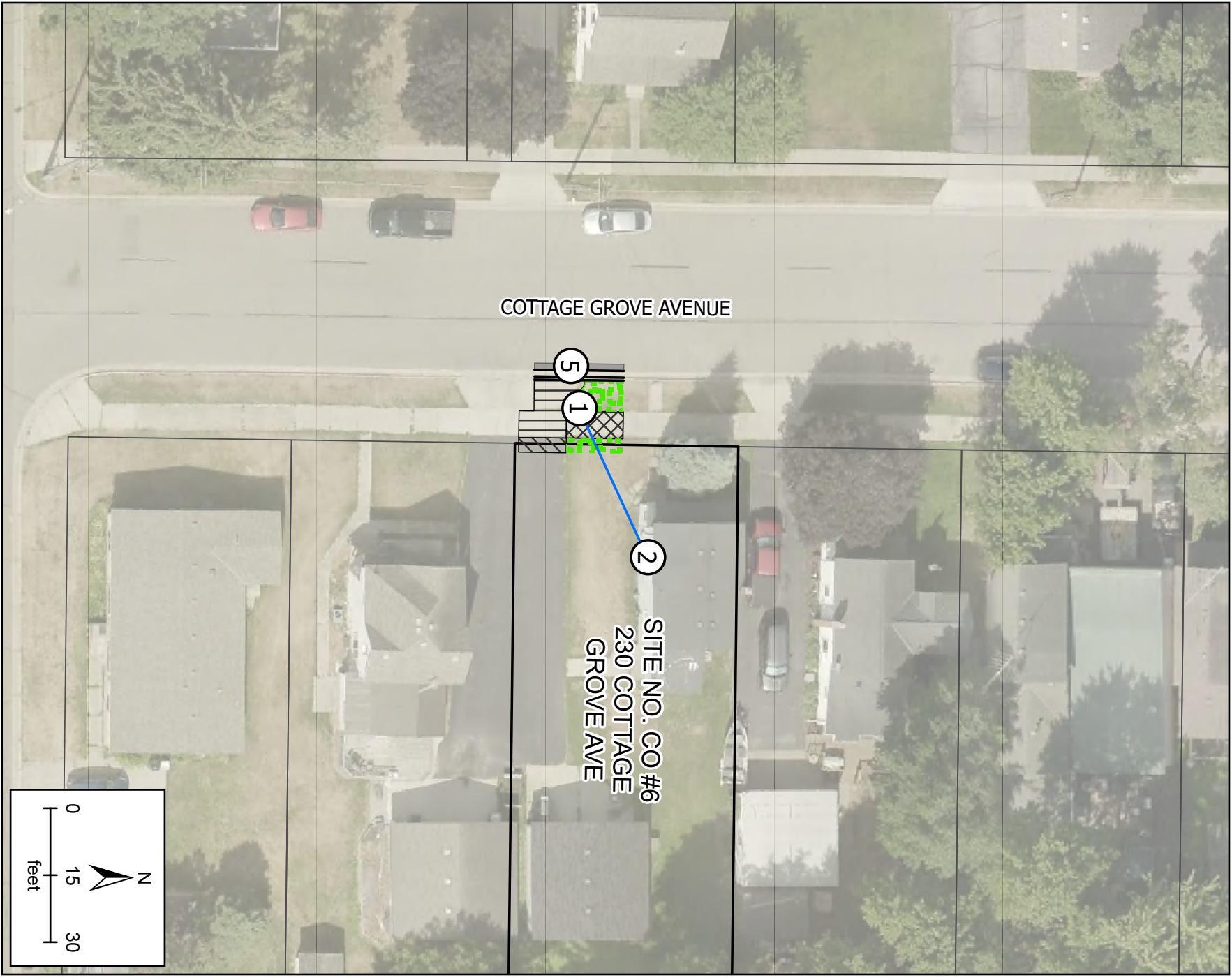
- Ⓢ CONSTRUCTION NOTES**
1. EXISTING CURB STOP LOCATION
  2. EXISTING METER LOCATION
  3. PROPOSED CURB STOP LOCATION
  4. PROPOSED METER LOCATION
  5. SUGGESTED BORE PIT LOCATION

- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- ASPHALT
- CONCRETE
- TURF ESTABLISHMENT
- GRAVEL
- MISC. AREA
- CURB STOP
- DECIDUOUS TREE
- SIGN
- MAIL BOX
- STORM STRUCTURE
- STORM MANHOLE
- STORM GRAVITY MAIN

SITE INFORMATION	
OWNER NAME	
OWNER PHONE NUMBER	
OWNER EMAIL ADDRESS	
RENTER NAME	
RENTER PHONE NUMBER	
RENTER EMAIL ADDRESS	
SIGNED AGREEMENT	
SERVICE TO BE REPLACED	IN HAND
SERVICE REPLACEMENT METHOD	CURB STOP TO METER
PRIVATE SERVICE MATERIAL	DIRECTIONAL BORE
PUBLIC SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
WATER METER LOCATION	LOCATED 2 FT FROM THE NORTH WALL AND 1 FT FROM THE WEST WALL.

EXTERIOR INFORMATION	
EXTERIOR GENERAL COMMENTS	PROTECT TREE
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

INTERIOR INFORMATION	
ACCESS NOTES	
BASEMENT NOTES	8" CEILING HEIGHT UNFINISHED CONCRETE FLOOR
SANITARY SEWER NOTES	PROTECT SANITARY SEWER. CLEANOUT 6" EAST OF METER AND FLOWS NORTH TO STREET IN SAME TRENCH AS WATER.
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

**Ⓢ CONSTRUCTION NOTES**

1. EXISTING CURB STOP LOCATION
2. EXISTING METER LOCATION
3. PROPOSED CURB STOP LOCATION
4. PROPOSED METER LOCATION
5. SUGGESTED BORE PIT LOCATION

- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- ASPHALT
- CONCRETE
- CURB
- TURF ESTABLISHMENT
- GRAVEL
- MISC. AREA
- CURB STOP
- DECIDUOUS TREE
- SIGN
- MAIL BOX
- STORM STRUCTURE
- STORM MANHOLE
- STORM GRAVITY MAIN

**SITE INFORMATION**

OWNER NAME	
OWNER PHONE NUMBER	
OWNER EMAIL ADDRESS	
RENTER NAME	
RENTER PHONE NUMBER	
RENTER EMAIL ADDRESS	
SIGNED AGREEMENT	IN HAND
SERVICE TO BE REPLACED	
SERVICE REPLACEMENT METHOD	
PRIVATE SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
PUBLIC SERVICE MATERIAL	NON-LEAD
WATER METER LOCATION	LOCATED 8 FT FROM THE WEST WALL AND 1 FT FROM THE SOUTH WALL.

**EXTERIOR INFORMATION**

EXTERIOR GENERAL COMMENTS	
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

**INTERIOR INFORMATION**

ACCESS NOTES	
BASEMENT NOTES	7' CEILING HEIGHT, UNFINISHED CONCRETE FLOOR
SANITARY SEWER NOTES	
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	1.5' FROM DUCTWORK. HOMEOWNER REQUESTS WORK BE DONE ON A WEEKEND DUE TO WORK SCHEDULE.

SEH Project: FOLEY 181833  
 Drawn By: TBS  
 Designed By: RPH  
 Checked By: JRG

Revision Issue: Description  
 Date: 06/02/2026

SEH  
 JAROD GRIFFITH, PE  
 LICENSE NO. 59772

2025 LEAD WATER SERVICE LINE REPLACEMENT  
 FOLEY, MINNESOTA

230 COTTAGE GROVE AVE  
 FOLEY, MN 56329

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley (“Client”), and Short Elliott Hendrickson Inc. (“Consultant”), effective January 1, 2016, and Supplemental Letter Agreement dated October 1, 2024, this Supplemental Letter Agreement dated June 2, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **2025 Lead Water Service Line Replacement - Additional Construction Services**.

**Client’s Authorized Representative:** Sarah Brunn, City Administrator

**Address:** PO Box 709, Foley, Minnesota 56329

**Telephone:** 320.968.7260

**Email:** sbrunn@ci.foley.mn.us

**Project Manager:** Jarod Griffith

**Address:** 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

**Telephone:** 320.229.4304

**Email:** jgriffith@sehinc.com

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

Our services will consist of Construction Services in connection with the 2025 Lead Water Service Line Replacement change order Contract Documents prepared by SEH and approved by the Client on June 2, 2026.

### Construction Administration

Provide construction administration services associated with construction of the proposed improvements and coordination with the Contract Documents. Specific tasks included are:

- Coordinate execution of the Contract Documents.
- Review Contractor material submittals and shop drawings for compliance with the plans and specifications.
- Office design and construction support.
- Make periodic site visits by Engineer to observe progress and quality of executed work of Contractor(s).
- Coordinate and conduct weekly construction meetings (assumes up to 1).
- BABA compliance review.
- Wage rate compliance review.
- Prepare pay applications (assumes up to 1).
- Serve as the liaison between City, Contractor, and the Public.
- Maintain and prepare record drawings.

### Construction Observation

Provide construction observation services (i.e. Resident Project Representative; RPR) to document conformance to the Contract Documents. Specific tasks included are:

- Provide Full Time Resident Project Representation (RPR) services (assumes 2 services completed per day).
- Observe and document testing procedures and results.
- Employee payroll interviews.
- Document daily work activities for conformance to the plans and specifications.
- Measure and document bid items for payment.
- Prepare punch list.
- Assist the Client with the final walkthrough and project closeout.
- Assumes up to 34 hours of observation.

**Assumptions and Exclusions:**

- City Staff will perform all in-home inspections requiring City permits.
- Construction soil and materials testing services.
- Permit fees.
- Televising Services.

**Resident Project Representative Services**

RPR services will be provided in accordance with attached Exhibit B-1.

**Schedule:**

Construction is planned to be completed by the end of August 2026.

**Payment:**

The fee is hourly estimated to be \$8,600 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if required, shall be compensated in accordance with our hourly rates.

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

**Short Elliott Hendrickson Inc.**

**City of Foley**

By:   
 Full Name: Jarod Griffith  
 Title: Project Manager

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

## **Exhibit A-1**

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

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

#### **A. Hourly Basis Option**

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

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

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

#### **B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.

## **Exhibit B-1**

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

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

#### **A. General**

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

#### **B. Duties and Responsibilities of RPR**

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Consultant's project engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent, and assist with understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

(a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.

(b) Receive samples furnished at the site by contractor, and notify Consultant's project engineer and Client of availability of samples to review.

(c) Notify Consultant's project engineer and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

5. Review of Work, Observations and Tests:

- (a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- (b) Regularly update the Consultant's project engineer to keep them informed of issues and progress of the Work.
- (c) Notify the Consultant's project engineer immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
- (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
- (e) Review and monitor the contractor's schedule for construction.
- (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, completing traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
- (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor/subcontractor employees and properly file documentation in accordance with project requirements.
- (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
- (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start ups.
- (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant's project engineer.
- (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project engineer and Client for determination of possible suspension of Work.

6. Interpretation of Contract Documents: Report to Consultant's project engineer when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant's project engineer.

7. Modifications:

- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Consultant's project engineer and assist with evaluation. Transmit to contractor decisions as issued by Consultant.
- (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.

8. Records / Reporting:

- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
- (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes,

additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

(c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant's project engineer.

(d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Consultant's project engineer periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant's project engineer and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Consultant's project engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Consultant's project engineer, Client, and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant's project engineer concerning acceptance.

(d) Assist Consultant's project engineer with preparation of record plans and documentation.

### **C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.

3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

# CHANGE ORDER NO. 1

OWNER	City of Foley	DATE	June 2, 2026
CONTRACTOR	Triple E Water & Sewer LLC	SEH No.	FOLEY 188243
ENGINEER	SEH		
Project	2026 Lead Water Service Line Replacement, Foley		

You are directed to make the following changes in the Contract Documents:

Description:

Add contract items for replacing additional water services. The Contractor shall complete all work before the original project completion date.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
47	MOBILIZATION	LUMP SUM	1.00	\$1,800.00	\$1,800.00
48	REMOVE CONCRETE PAVEMENT	SQ YD	82.00	\$1.00	\$82.00
49	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	4.00	\$165.00	\$660.00
50	TRACER WIRE SYSTEM	LUMP SUM	1.00	\$450.00	\$450.00
51	TELEWISE AND LOCATE SANITARY SEWER SERVICE (PRE & POST CONSTRUCTION)	EACH	4.00	\$500.00	\$2,000.00
52	CONNECT TO EXISTING INDOOR PLUMBING	EACH	4.00	\$1,900.00	\$7,600.00
53	CONNECT TO EXISTING WATER SERVICE	EACH	4.00	\$200.00	\$800.00
54	PROVIDE FILTER PITCHER	EACH	4.00	\$50.00	\$200.00
55	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER	LIN FT	9.00	\$80.00	\$720.00
56	1" HDPE SERVICE PIPE REPLACEMENT	LIN FT	131.00	\$62.00	\$8,122.00
57	CURB STOP & BOX	EACH	4.00	\$550.00	\$2,200.00
58	CASTING ASSEMBLY SPECIAL	EACH	1.00	\$135.00	\$135.00
59	4" CONCRETE WALK	SQ FT	420.00	\$8.00	\$3,360.00
60	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	35.00	\$75.00	\$2,625.00
61	ELECTRICAL SERVICE GROUND	EACH	4.00	\$1,000.00	\$4,000.00
62	TRAFFIC CONTROL	LUMP SUM	1.00	\$1,000.00	\$1,000.00
63	STORM DRAIN INLET PROTECTION	EACH	4.00	\$85.00	\$340.00
64	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	120.00	\$3.50	\$420.00
65	TURF ESTABLISHMENT	SQ YD	96.00	\$5.75	\$552.00
<b>TOTAL</b>					<b>\$37,066.00</b>

Reason for Change Order:

During construction, the Engineer determined to add 4 additional water service replacements from the curb stop to the meter. The contractor agreed to complete work at contract unit prices.

Attachments:

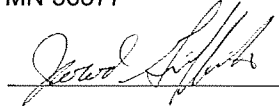
Drawing Nos. 1, 2, 4-5, and 50-53, dated 06/02/2026.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$360,908.50	09/04/2026	10/09/2026
Net increase (decrease) from previous Change Order No. to :	-	-	-
Contract price prior to the Change Order:	\$360,908.50	09/04/2026	10/09/2026
Net increase (decrease) of this Change Order:	\$37,066.00	No Change	No Change
Contract price with all approved Change Orders:	\$397,974.50	09/04/2026	10/09/2026

In accordance with the Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

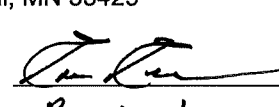
**RECOMMENDED:**

SEH  
2351 Connecticut Avenue, Suite 300  
Sartell, MN 56377

By:   
Title: Project Engineer  
Date: 05/22/2026

**ACCEPTED:**

Triple E Water & Sewer LLC  
5232 Hanson Court North  
Crystal, MN 55429

By:   
Title: President  
Date: 5-26-26

**APPROVED:**

City of Foley  
251 Fourth Avenue North  
Foley, MN 56329

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# CITY OF FOLEY, MINNESOTA

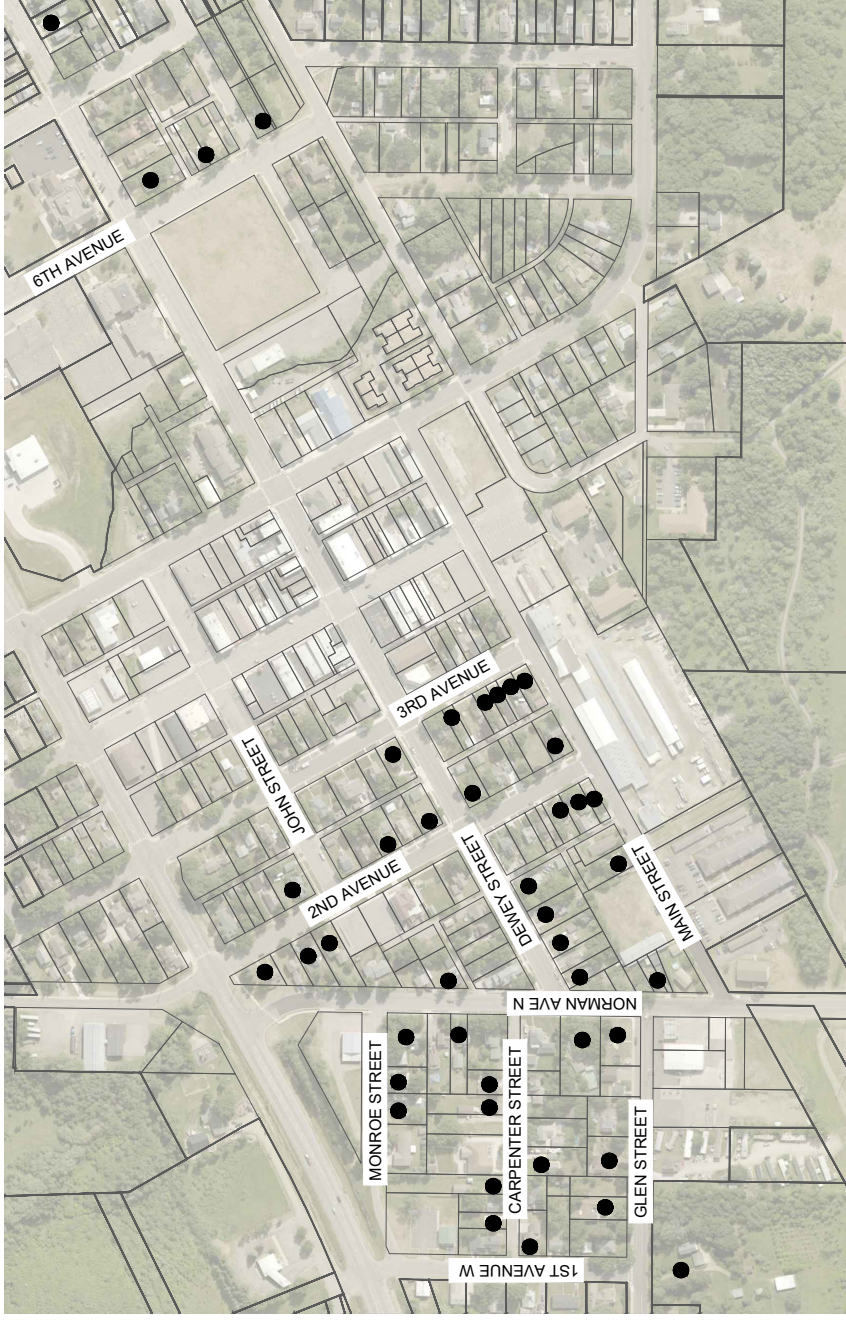
## CONSTRUCTION PLANS FOR

WATER SERVICE REPLACEMENT, STREET AND SIDEWALK  
RESTORATION AND TURF ESTABLISHMENT

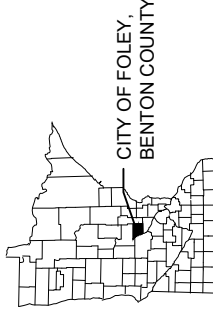
## 2026 LEAD WATER SERVICE LINE REPLACEMENT

CITY PROJECT NO. FOLEY 188243

● PROJECT LOCATION



### PROJECT LOCATION



FOLEY, MINNESOTA

PHONE: 320.226.4300  
2351 CONNECTICUT AVENUE,  
SUITE 300  
SARTELL, MN 56377-2485  
www.sehinc.com

**SEH**

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: *Jarod Griffith* JAROD GRIFFITH, PE  
Date: 03/10/26 Lic. No. 56772

PROJECT NO. FOLEY 188243  
1 of 53

**GOVERNING SPECIFICATIONS**  
THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3-4	TABULATIONS
5	LOCATION MAP
6-7	DETAILS
8-46	WATER LINE REPLACEMENT PLAN SHEETS
47-49	SWPPP
50-53	CHANGE ORDER WATER LINE REPLACEMENT PLAN SHEETS

THIS PLAN CONTAINS 53 SHEETS.

### EXISTING

	RIGHT OF WAY
	PERMANENT EASEMENT
	PROPERTY LINE
	HORIZONTAL CONTROL POINT
	BENCHMARK
	SURVEY MARKER
	SOIL BORING
	SANITARY SEWER AND MANHOLE
	FORCE MAIN AND LIFT STATION
	SANITARY SEWER SERVICE & CLEANOUT
	WATER MAIN, HYDRANT, VALVE AND MANHOLE
	WATER SERVICE AND CURB STOP BOX
	STORM SEWER, MANHOLE AND CATCH BASIN
	CULVERT AND APRON ENDWALL
	GAS MAIN, VALVE, VENT AND METER
	HANDHOLE
	BURIED FIBER OPTIC CABLE AND MANHOLE
	BURIED PHONE CABLE, PEDESTAL AND MANHOLE
	BURIED TV CABLE, PEDESTAL AND MANHOLE
	BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER
	OVERHEAD WIRE, POLE AND GUY WIRE
	LIGHT POLE
	TRAFFIC SIGNAL
	STREET NAME SIGN
	SIGN (NON STREET NAME)
	RAILROAD TRACKS
	DECIDUOUS AND CONIFEROUS TREE
	BUSH / SHRUB AND STUMP
	EDGE OF WOODED AREA
	WETLAND
	BUILDING
	FENCE (UNIDENTIFIED)
	BARBED WIRE FENCE
	CHAIN LINK FENCE
	ELECTRIC WIRE FENCE
	WOOD FENCE
	WOVEN WIRE FENCE
	PLATE BEAM GUARDRAIL
	CABLE GUARDRAIL
	POST / BOLLARD
	RETAINING WALL

### PROPOSED

	STREET CENTERLINE
	RIGHT-OF-WAY
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	CONSTRUCTION LIMITS
	SANITARY SEWER, BULKHEAD AND MANHOLE
	FORCE MAIN
	SANITARY SERVICE AND CLEANOUT
	WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE
	WATER VALVE MANHOLE, REDUCER, BEND AND CROSS
	WATER SERVICE AND CURB STOP BOX
	STORM SEWER, MANHOLE AND CATCH BASIN
	CULVERT AND APRON ENDWALL
	DRAIN TILE
	DITCH / SWALE
	RIPRAP
	STREET NAME SIGN
	SIGN (NON STREET NAME)
	RETAINING WALL

NO.	BY	DATE	REVISIONS
1	RPH	06/02/2026	CHANGE ORDER #1; PG 12, 4-5, 50-53

NOTE:  
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CHASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".  
THE CONTRACTOR SHALL CALL THE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.



Know what's below.  
Call before you dig.

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY
	1	MOBILIZATION	LUMP SUM	1.00
	2	CLEARING	EACH	4
	3	GRUBBING	EACH	4
	4	REMOVE CONCRETE STEPS	EACH	1
4.12	5	REMOVE CONCRETE CURB	LIN FT	392
4.12	6	REMOVE BITUMINOUS PAVEMENT	SQ YD	251
2.3.4.12	7	REMOVE CONCRETE PAVEMENT	SQ YD	450
	4	SALVAGE MAILBOX	EACH	9
4	8	SALVAGE LANDSCAPE	SQ YD	2
4	10	SALVAGE FENCE	LIN FT	42
4	11	SALVAGE CONCRETE PAVERS	SQ FT	7
10	12	COMMON EMBANKMENT	CU YD	100
11	13	SELECT GRANULAR BACKFILL (LV)	CU YD	100
9	14	GRAVEL DRIVEWAY RESTORATION	SQ YD	4
15	15	STREET SWEEPER ( WITH PICKUP BROOM)	HOOR	39
9	16	BITUMINOUS DRIVEWAY RESTORATION	SQ YD	13
9	17	BITUMINOUS STREET RESTORATION	SQ YD	238
	18	TRACER WIRE SYSTEM	LUMP SUM	1.00
	19	TELEWISE AND LOCATE SANITARY SEWER SERVICE (PRE & POST CONSTRUCTION)	EACH	39
5	20	PREPARE FINISHED BASEMENT FOR WATER SERVICE REPLACEMENT	EACH	5
5	21	CONNECT TO EXISTING INDOOR PLUMBING	EACH	39
	22	CONNECT TO EXISTING WATER SERVICE, CURB STOP	EACH	15
	23	CONNECT TO EXISTING WATER SERVICE	EACH	24
	24	PROVIDE FILTER PITCHER	EACH	39
5.6	25	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER	LIN FT	10
5.6	26	INDOOR PLUMBING TO RELOCATE WATER METER, PEX	LIN FT	10
	27	1" HOPE SERVICE PIPE REPLACEMENT	LIN FT	1775
	28	CURB STOP & BOX	EACH	24
	29	CURB STOP BOX	EACH	15
	30	3" INSULATION	SQ YD	14
	31	CASTING ASSEMBLY SPECIAL	EACH	3
1.2.3	32	4" CONCRETE WALK	SQ FT	3092
	33	CONCRETE STEPS	EACH	1
1	34	CONCRETE CURB	LIN FT	417
1.2.3.9	35	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	111
	36	INSTALL MAILBOX	EACH	9
	37	INSTALL LANDSCAPE	SQ YD	2
	38	INSTALL FENCE	LIN FT	42
	39	INSTALL CONCRETE PAVERS	SQ FT	7
	40	ELECTRICAL SERVICE GROUND	EACH	39
7	41	TRAFFIC CONTROL	LUMP SUM	1.00
	42	CONIFEROUS TREE 6' HT B&B	EACH	1
	43	DECIDUOUS TREE 2' CAL B&B	EACH	4
1.2.3.9	44	STORM DRAIN INLET PROTECTION	EACH	23
	45	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1190
4.8	46	TURF ESTABLISHMENT	SQ YD	962

CHANGE ORDER STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY
2.3.4.12	47	MOBILIZATION	LUMP SUM	1.00
	48	REMOVE CONCRETE PAVEMENT	SQ YD	82
	49	STREET SWEEPER (WITH PICKUP BROOM)	HOOR	4
	50	TRACER WIRE SYSTEM	LUMP SUM	1.00
	51	TELEWISE & LOCATE SANITARY SEWER SERVICE (PRE & POST CONSTRUCTION)	EACH	4
5	52	CONNECT TO EXISTING INDOOR PLUMBING	EACH	4
	53	CONNECT TO EXISTING WATER SERVICE	EACH	4
	54	PROVIDE FILTER PITCHER	EACH	4
5.6	55	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER	LIN FT	9
	56	1" HOPE SERVICE PIPE REPLACEMENT	LIN FT	131
	57	CURB STOP & BOX	EACH	4
	58	CASTING ASSEMBLY SPECIAL	EACH	1
1.2.3	59	4" CONCRETE WALK	SQ FT	420
1.2.3.9	60	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	35
	61	ELECTRICAL SERVICE GROUND	EACH	4
7	62	TRAFFIC CONTROL	LUMP SUM	1.00
	63	STORM DRAIN INLET PROTECTION	EACH	4
	64	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	120
4.8	65	TURF ESTABLISHMENT	SQ YD	96

NOTES

- ALL ASSOCIATED WORK, INCLUDING EXCAVATION AND BEDDING, SHALL BE INCLUDED IN THE UNIT PRICE.
- CONCRETE SURFACES SHALL INCLUDE A LIGHT BROOM FINISH PERPENDICULAR TO THE DIRECTION OF TRAVEL, AND SAWCUT JOINTS. (INCIDENTAL)
- ALL CONCRETE (DRIVEWAYS, SIDEWALKS, CURB & GUTTER, AND ETC.) SHALL BE SEALED WITH A SILANE OR SILOXANE SEALER ONCE IT HAS REACHED THE REQUIRED AGE (INCIDENTAL TO EACH ITEM). FOLLOW MANUFACTURERS SPECIFICATIONS.
- THE CONTRACTOR SHALL MINIMIZE IMPACT TO REMOVAL AND SALVAGE ITEMS. THESE ITEMS SHALL BE USED ONLY IF DIRECTED BY THE ENGINEER. THE FINAL QUANTITY MAY BE REDUCED OR ELIMINATED.
- THE CONTRACTOR SHALL MINIMIZE THE IMPACT TO FINISHED INTERIOR AREAS. ALL ASSOCIATED WORK, INCLUDING DEMOLITION & MATERIALS, RECONSTRUCTION, SALVAGING AND REINSTALLING, LABOR & MATERIALS, AND DISPOSAL OF MATERIALS, SHALL BE INCLUDED IN THE ITEMS LINEAR LENGTH TO INCLUDE ALL FITTINGS AND/OR ADDITIONAL "PREPARE FINISHED AREA FOR WATER SERVICE REPLACEMENT".
- MATERIALS AS NEEDED TO RELOCATE THE METER.
- TRAFFIC CONTROL PER BLOCK SHALL, AT MINIMUM, CONSIST OF TWO DIAMOND "ROAD WORK AHEAD" SIGNS AND TWO "SIDEWALK CLOSED AHEAD" SIGNS, ONE EACH PROCEEDING EACH BLOCK END. ALL WORK AND EQUIPMENT FURNISHED SHALL BE PAID FOR AS TRAFFIC CONTROL, AND NO ADDITIONAL COMPENSATION SHALL BE MADE THEREFORE.
- ITEM TO INCLUDE TOPSOIL BORROW AS NECESSARY, INCIDENTAL.
- INCLUDES CLASS 5 AGGREGATE BASE, 100% CRUSHED QUARRY ROCK
- BACKFILL OUTSIDE ROADWAY IF NON-SUITABLE MATERIAL PRESENT.
- BACKFILL INSIDE ROADWAY IF NON-SUITABLE MATERIAL PRESENT.
- SAWCUTTING IS INCIDENTAL TO REMOVAL.

GENERAL NOTES

- CONTRACTOR SHALL BID PROJECT ASSUMING THAT PRIVATE UTILITIES WILL NOT BE MOVED UNLESS SPECIFICALLY NOTED FOR RELOCATION ON THE PLANS.
- CONTRACTOR SHALL CONTACT UTILITY COMPANIES AND COORDINATE RELOCATION OF UTILITIES AS REQUIRED.
- CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. SEE MNDOT SPEC. 1507 FOR CONTRACTOR'S RESPONSIBILITY REGARDING UTILITIES.
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS, CURRENT EDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AND INSTALLATIONS NECESSARY TO PROVIDE SAFE AND EFFECTIVE WORK AREAS AND TO WARN, CONTROL, PROTECT, AND EXPEDITE VEHICULAR AND PEDESTRIAN TRAFFIC. WHEN WORK IS NOT IN PROGRESS OR THE HAZARD NO LONGER EXISTS, APPROPRIATE MEASURES SHALL BE TAKEN TO REMOVE, FOLD, OR COVER THE DEVICES.
- CONTRACTOR IS REQUIRED TO PROPERLY SUPPORT ALL STORM SEWER AND SANITARY SEWER WHILE EXCAVATING UNDER AND PROPERLY COMPACT AND BACKFILL AROUND ANY STORM SEWER OR SANITARY SEWER THAT IS DAMAGED WILL NEED TO BE REPLACED ACCORDING TO THE CITY SPECIFICATIONS AT THE EXPENSE OF THE CONTRACTOR.
- CONTRACTOR TO TELEWISE ANY SANITARY SERVICE DURING CONSTRUCTION, BOTH BEFORE AND AFTER CONSTRUCTION. ANY DAMAGES MADE TO SEWER SERVICES DURING CONSTRUCTION SHALL BE REPLACED ACCORDING TO THE CITY'S SPECS AT THE EXPENSE OF THE CONTRACTOR.

SEH Project: FOLEY 188243  
 Drawn By: RPH  
 Designed By: RPH  
 Checked By: JRG

Rev.# :  
 Date :  
 Plan Revision Issue Description  
 Rev.# :  
 Date :  
 Sheet Revision Issue Description

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 JAROD GRIFFITH, PE  
 DATE: 03/10/26 LICENSE NO.: 56772

Date: 06/02/2026

2026 LEAD WATER SERVICE LINE REPLACEMENT  
 FOLEY, MN

STATEMENT OF ESTIMATED QUANTITIES

ITEM NO	ITEM DESCRIPTION	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39
1	MOBILIZATION																				
2	CLEARING																				
3	GRUBBING																				
4	REMOVE CONCRETE STEPS																				
5	REMOVE CONCRETE CURB																				
6	REMOVE BITUMINOUS PAVEMENT																				
7	REMOVE CONCRETE PAVEMENT																				
8	SALVAGE MAILBOX																				
9	SALVAGE LANDSCAPE																				
10	SALVAGE FENCE																				
11	SALVAGE CONCRETE PAVERS																				
12	COMMON EMBANKMENT																				
13	SELECT GRANULAR BACKFILL (LV)																				
14	GRAVEL DRIVEWAY RESTORATION																				
15	STREET SWEEPER (WITH PICKUP BROOM)																				
16	BITUMINOUS DRIVEWAY RESTORATION																				
17	BITUMINOUS STREET RESTORATION																				
18	TRACER WIRE SYSTEM																				
19	TELEWISE AND LOCATE SANITARY SEWER SERVICE (PRE & POST CONSTRUCTION)																				
20	PREPARE FINISHED BASEMENT FOR WATER SERVICE REPLACEMENT																				
21	CONNECT TO EXISTING INDOOR PLUMBING																				
22	CONNECT TO EXISTING WATER SERVICE CURB STOP																				
23	CONNECT TO EXISTING WATER SERVICE																				
24	PROVIDE FILTER PITCHER																				
25	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER																				
26	INDOOR PLUMBING TO RELOCATE WATER METER, PEX																				
27	1" HDPE SERVICE PIPE REPLACEMENT																				
28	CURB STOP & BOX																				
29	CURB STOP BOX																				
30	3" INSULATION																				
31	CASTING ASSEMBLY SPECIAL																				
32	4" CONCRETE WALK																				
33	CONCRETE STEPS																				
34	CONCRETE CURB																				
35	6" CONCRETE DRIVEWAY PAVEMENT																				
36	INSTALL MAILBOX																				
37	INSTALL LANDSCAPE																				
38	INSTALL FENCE																				
39	INSTALL CONCRETE PAVERS																				
40	ELECTRICAL SERVICE GROUND																				
41	TRAFFIC CONTROL																				
42	CONIFEROUS TREE 6' HT B&B																				
43	DECIDUOUS TREE 2" CAL B&B																				
44	STORM DRAIN INLET PROTECTION																				
45	SEDIMENT CONTROL LOG TYPE WOOD FIBER																				
46	TURF ESTABLISHMENT																				

CHANGE ORDER TABULATIONS									
ITEM NO	ITEM DESCRIPTION	1	2	3	4				
47	MOBILIZATION								
48	REMOVE CONCRETE PAVEMENT								
49	STREET SWEEPER (WITH PICKUP BROOM)								
50	TRACER WIRE SYSTEM								
51	TELEWISE & LOCATE SANITARY SEWER SERVICE (PRE & POST CONSTRUCTION)								
52	CONNECT TO EXISTING INDOOR PLUMBING								
53	CONNECT TO EXISTING WATER SERVICE								
54	PROVIDE FILTER PITCHER								
55	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER								
56	1" HDPE SERVICE PIPE REPLACEMENT								
57	CURB STOP & BOX								
58	CASTING ASSEMBLY SPECIAL								
59	4" CONCRETE WALK								
60	6" CONCRETE DRIVEWAY PAVEMENT								
61	ELECTRICAL SERVICE GROUND								
62	TRAFFIC CONTROL								
63	STORM DRAIN INLET PROTECTION								
64	SEDIMENT CONTROL LOG TYPE WOOD FIBER								
65	TURF ESTABLISHMENT								



# 2026 LEAD SERVICE REPLACEMENT PROJECT

2026 LEAD WATER SERVICE LINE REPLACEMENT  
FOLEY, MN

LOCATION MAP

5 of 53

### - SEE TABULATION SHEETS FOR ADDRESS INFORMATION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
JAROD GRIFFITH, PE  
DATE: 03/10/26 LICENSE NO.: 56772



Date: 06/02/2026

Sheet Revision Issue Description

Rev.# 1 CHANGE ORDER #1

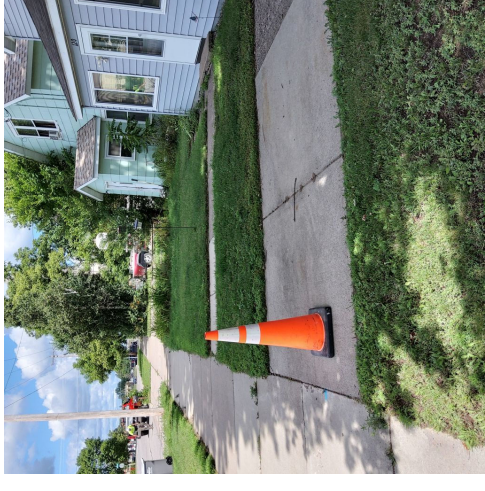
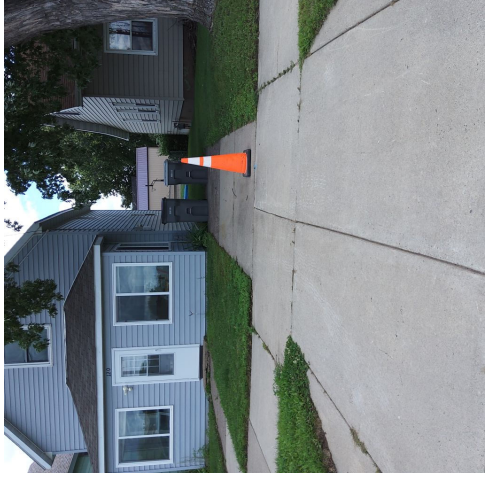
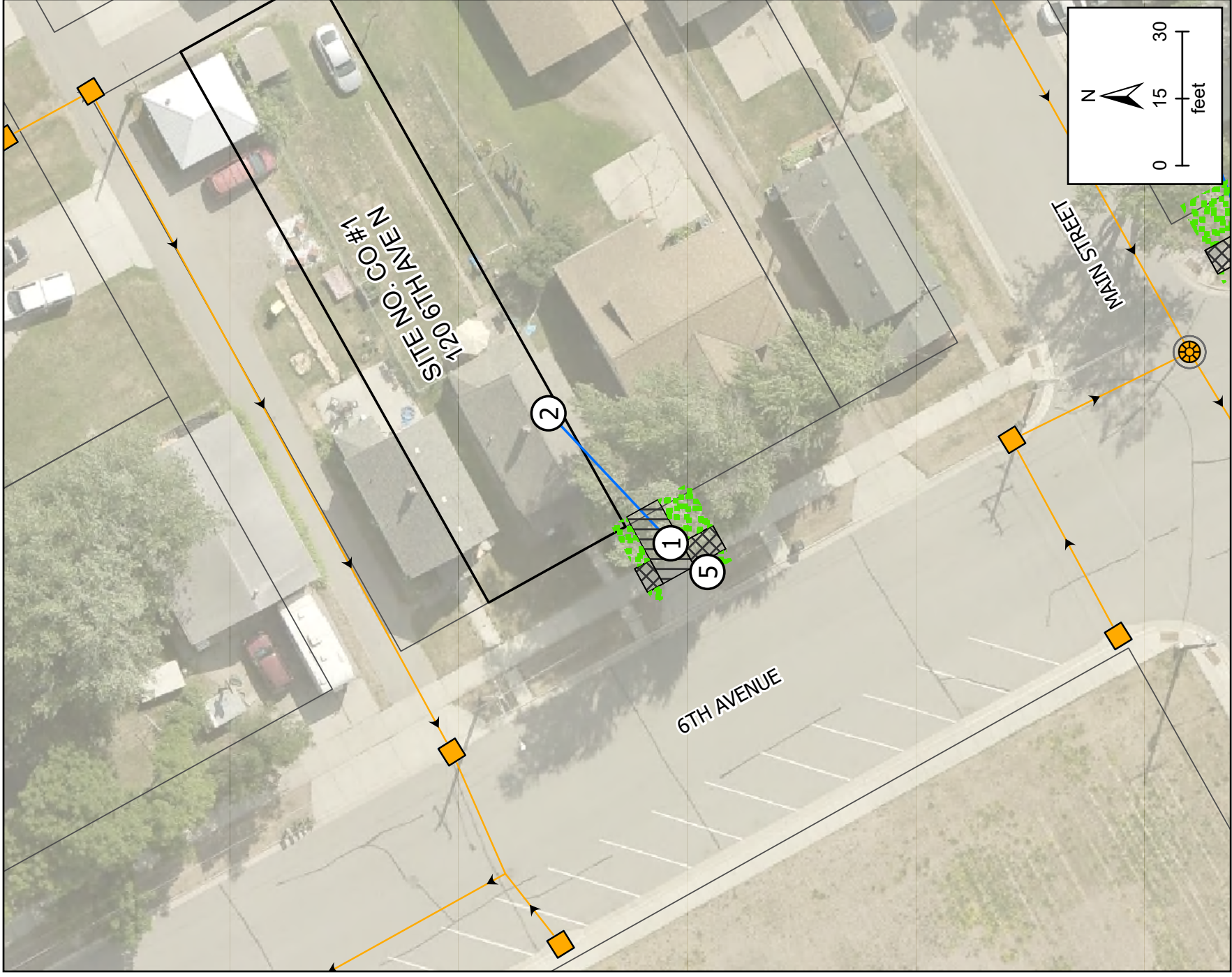
Date

Plan Revision Issue Description

Rev.#

FOLEY 188243 RPH RPH JRG

SEH Project Drawn By Designed By Checked By



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

**(#) CONSTRUCTION NOTES**

1. EXISTING CURB STOP LOCATION
2. EXISTING METER LOCATION
3. PROPOSED CURB STOP LOCATION
4. PROPOSED METER LOCATION
5. SUGGESTED BORE PIT LOCATION

- |  |                   |  |                    |  |                |  |                    |
|--|-------------------|--|--------------------|--|----------------|--|--------------------|
|  | ASPHALT DRIVEWAY  |  | TURF ESTABLISHMENT |  | CURB STOP      |  | STORM STRUCTURE    |
|  | CONCRETE DRIVEWAY |  | GRAVEL             |  | DECIDUOUS TREE |  | STORM MANHOLE      |
|  | ASPHALT           |  | MISC. AREA         |  | SIGN           |  | STORM GRAVITY MAIN |
|  | CONCRETE          |  |                    |  | MAIL BOX       |  |                    |
|  | CURB              |  |                    |  |                |  |                    |

**SITE INFORMATION**

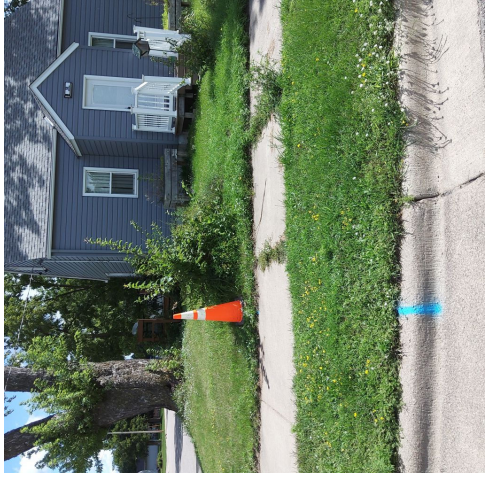
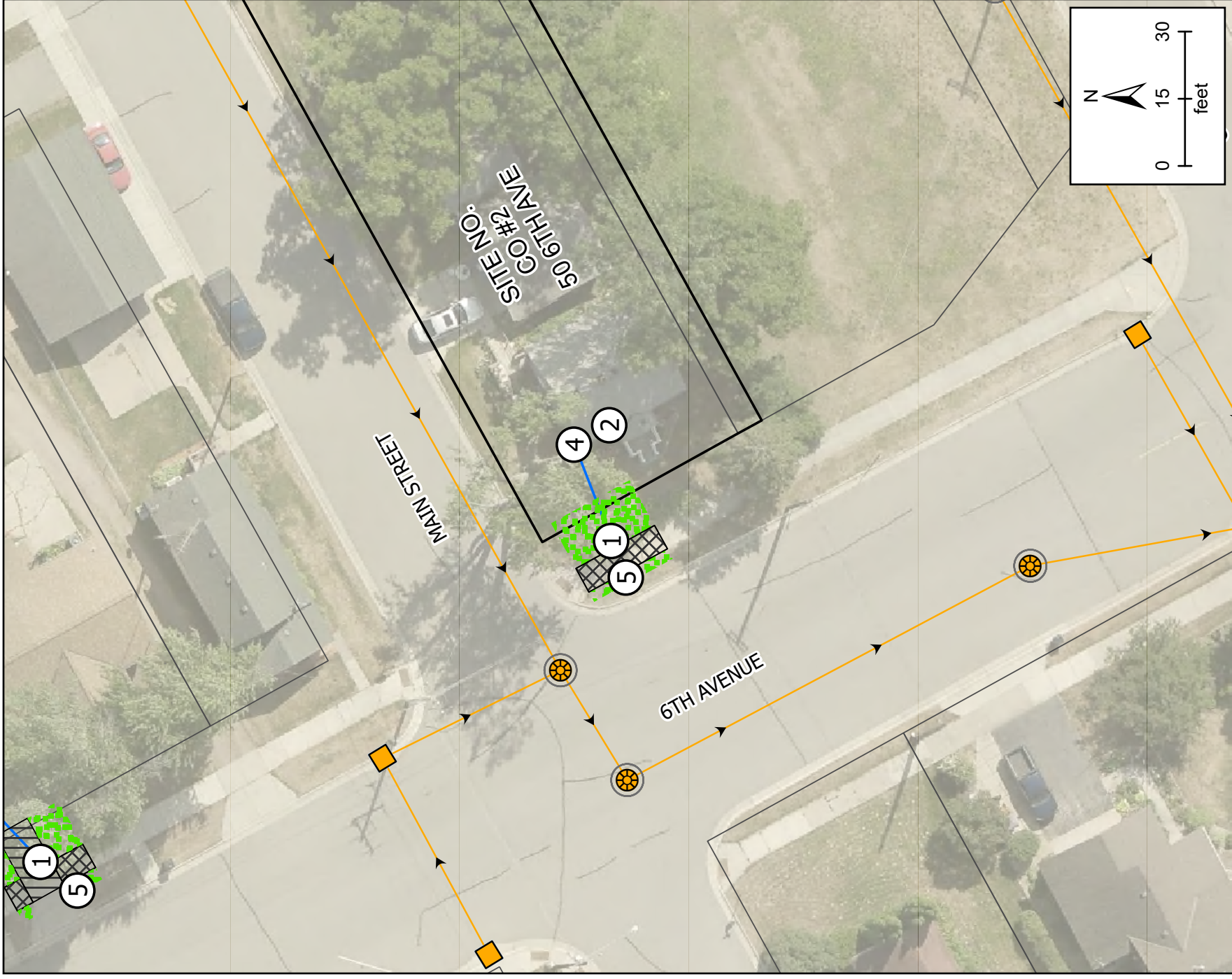
OWNER NAME	[REDACTED]
OWNER PHONE NUMBER	[REDACTED]
OWNER EMAIL ADDRESS	[REDACTED]
RENTER NAME	[REDACTED]
RENTER PHONE NUMBER	[REDACTED]
RENTER EMAIL ADDRESS	[REDACTED]
SIGNED AGREEMENT	INSPECTOR COLLECTED
SERVICE TO BE REPLACED	CURB STOP TO METER
SERVICE REPLACEMENT METHOD	DIRECTIONAL BORE
PRIVATE SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
PUBLIC SERVICE MATERIAL	NON-LEAD
WATER METER LOCATION	

**EXTERIOR INFORMATION**

EXTERIOR GENERAL COMMENTS	
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

**INTERIOR INFORMATION**

ACCESS NOTES	HATCH IN CLOSET; CRAWLSPACE
BASEMENT NOTES	65" CEILING HEIGHT, CONCRETE FLOOR
SANITARY SEWER NOTES	PROTECT SANITARY SEWER, CLEANOUT 3' NORTH OF METER, APPEARS TO FLOW SOUTHWEST TO 6TH AVENUE.
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

- |  |                   |  |                    |  |                |  |                    |
|--|-------------------|--|--------------------|--|----------------|--|--------------------|
|  | ASPHALT DRIVEWAY  |  | TURF ESTABLISHMENT |  | CURB STOP      |  | STORM STRUCTURE    |
|  | CONCRETE DRIVEWAY |  | GRAVEL             |  | DECIDUOUS TREE |  | STORM MANHOLE      |
|  | ASPHALT           |  | MISC. AREA         |  | SIGN           |  | STORM GRAVITY MAIN |
|  | CONCRETE          |  |                    |  | MAIL BOX       |  |                    |
|  | CURB              |  |                    |  |                |  |                    |

Ⓢ CONSTRUCTION NOTES

1. EXISTING CURB STOP LOCATION
2. EXISTING METER LOCATION
3. PROPOSED CURB STOP LOCATION
4. PROPOSED METER LOCATION
5. SUGGESTED BORE PIT LOCATION

SITE INFORMATION

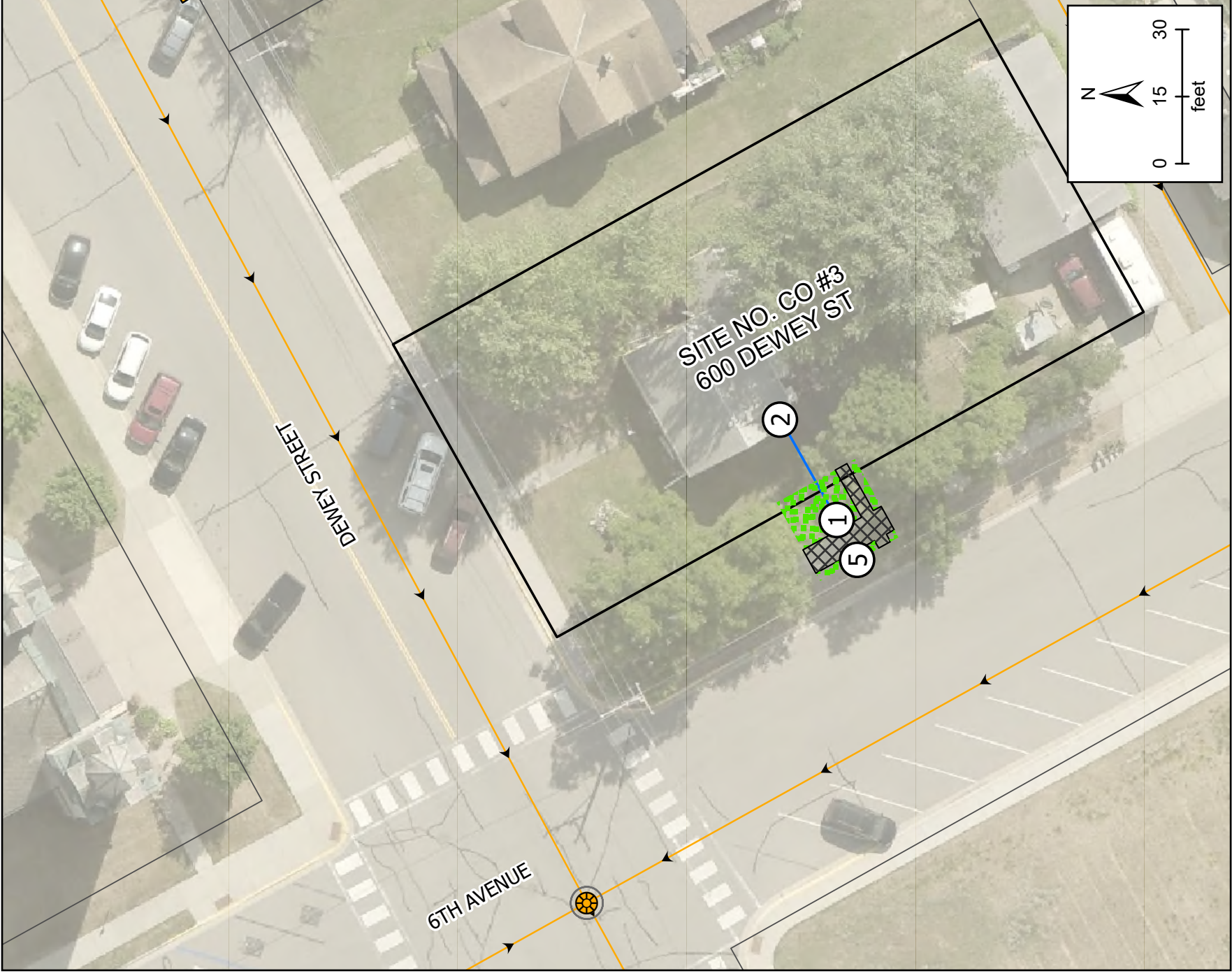
OWNER NAME	[REDACTED]
OWNER PHONE NUMBER	[REDACTED]
OWNER EMAIL ADDRESS	[REDACTED]
RENTER NAME	[REDACTED]
RENTER PHONE NUMBER	[REDACTED]
RENTER EMAIL ADDRESS	[REDACTED]
SIGNED AGREEMENT	IN HAND
SERVICE TO BE REPLACED	CURB STOP TO METER
SERVICE REPLACEMENT METHOD	DIRECTIONAL BORE/PULL AFTER VERIFICATION OF SERVICE DEPTH WITH ENGINEER
PRIVATE SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
PUBLIC SERVICE MATERIAL	NON-LEAD
WATER METER LOCATION	

EXTERIOR INFORMATION

EXTERIOR GENERAL COMMENTS	PROTECT PEDESTRIAN RAMP
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

INTERIOR INFORMATION

ACCESS NOTES	
BASEMENT NOTES	6.5' CEILING HEIGHT. UNFINISHED CONCRETE FLOOR.
SANITARY SEWER NOTES	PROTECT SANITARY SEWER. CLEANOUT 2' SOUTH OF METER. FLOWS WEST TO 6TH AVE N
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

- ASPHALT DRIVEWAY
- CONCRETE DRIVEWAY
- ASPHALT
- CONCRETE
- CURB
- TURF ESTABLISHMENT
- GRAVEL
- MISC. AREA
- STORM STRUCTURE
- STORM MANHOLE
- STORM GRAVITY MAIN
- CURB STOP
- DECIDUOUS TREE
- SIGN
- MAIL BOX

**# CONSTRUCTION NOTES**

1. EXISTING CURB STOP LOCATION
2. EXISTING METER LOCATION
3. PROPOSED CURB STOP LOCATION
4. PROPOSED METER LOCATION
5. SUGGESTED BORE PIT LOCATION

**SITE INFORMATION**

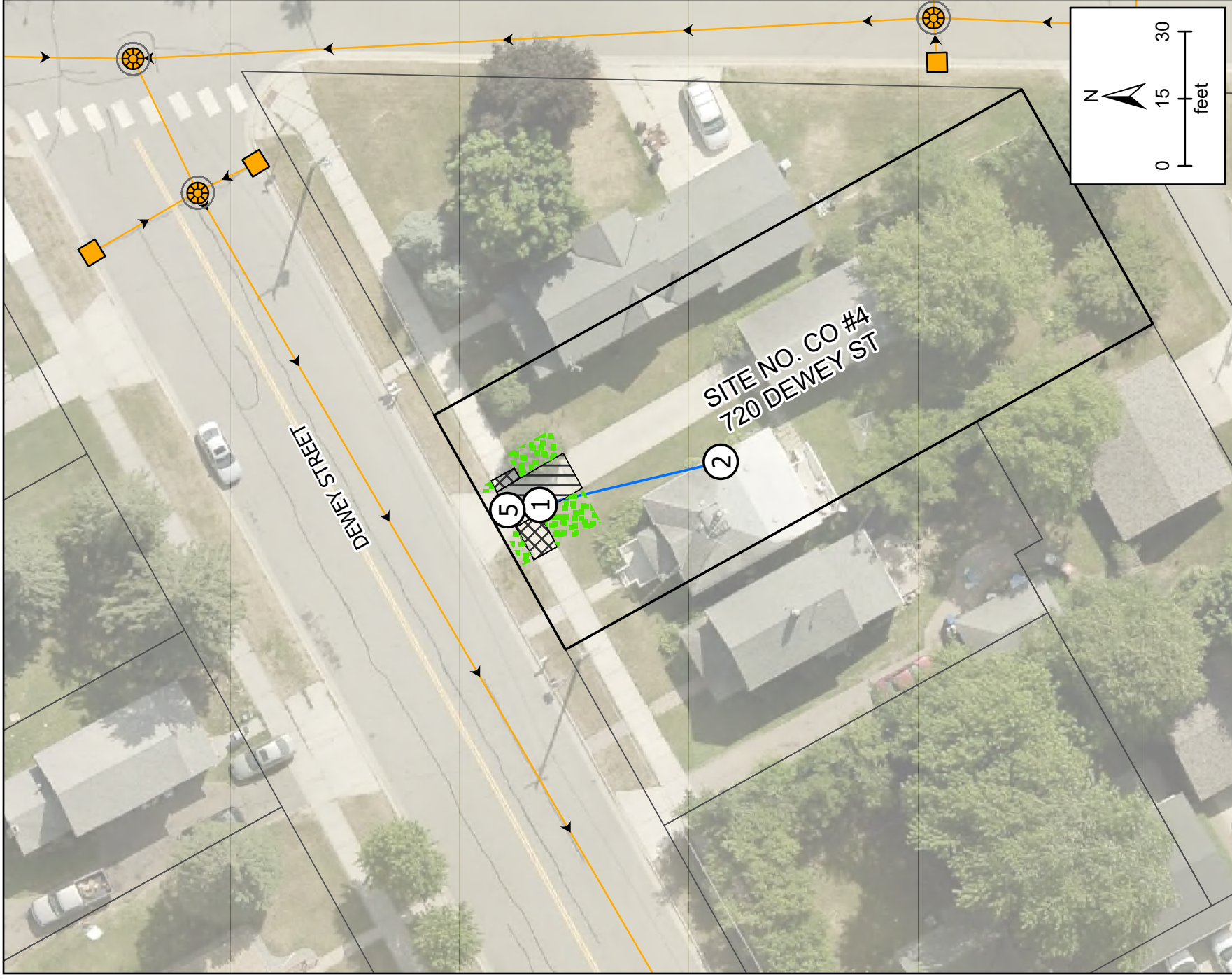
OWNER NAME	[REDACTED]
OWNER PHONE NUMBER	[REDACTED]
OWNER EMAIL ADDRESS	[REDACTED]
RENTER NAME	[REDACTED]
RENTER PHONE NUMBER	[REDACTED]
RENTER EMAIL ADDRESS	[REDACTED]
SIGNED AGREEMENT	INSPECTOR COLLECTED
SERVICE TO BE REPLACED	CURB STOP TO METER
SERVICE REPLACEMENT METHOD	DIRECTIONAL BORE
PRIVATE SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
PUBLIC SERVICE MATERIAL	NON-LEAD
WATER METER LOCATION	[REDACTED]

**EXTERIOR INFORMATION**

EXTERIOR GENERAL COMMENTS	
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

**INTERIOR INFORMATION**

ACCESS NOTES	
BASEMENT NOTES	7.5' CEILING HEIGHT. UNFINISHED CONCRETE FLOOR
SANITARY SEWER NOTES	PROTECT SANITARY SEWER. CLEANOUT NEXT TO METER. FLOWS WEST TO 6TH AVENUE NORTH
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	



PROTECT HARD SURFACES OUTSIDE OF EXCAVATION AREAS. REPLACEMENT LENGTH WILL BE MEASURED FROM CONNECTION AT WATER METER TO CONNECTION AT CURB STOP OR WATERMAIN REGARDLESS OF INSTALLATION METHOD AND NUMBER OF ATTEMPTS.

**# CONSTRUCTION NOTES**

1. EXISTING CURB STOP LOCATION
2. EXISTING METER LOCATION
3. PROPOSED CURB STOP LOCATION
4. PROPOSED METER LOCATION
5. SUGGESTED BORE PIT LOCATION

	ASPHALT DRIVEWAY		TURF ESTABLISHMENT		CURB STOP		STORM STRUCTURE
	CONCRETE DRIVEWAY		GRAVEL		DECIDUOUS TREE		STORM MANHOLE
	ASPHALT		MISC. AREA		SIGN		STORM GRAVITY MAIN
	CONCRETE				MAIL BOX		
	CURB						

**SITE INFORMATION**

OWNER NAME	[REDACTED]
OWNER PHONE NUMBER	[REDACTED]
OWNER EMAIL ADDRESS	[REDACTED]
RENTER NAME	[REDACTED]
RENTER PHONE NUMBER	[REDACTED]
RENTER EMAIL ADDRESS	[REDACTED]
SIGNED AGREEMENT	IN HAND
SERVICE TO BE REPLACED	CURB STOP TO METER
SERVICE REPLACEMENT METHOD	DIRECTIONAL BORE
PRIVATE SERVICE MATERIAL	GALVANIZED REQUIRING REPLACEMENT
PUBLIC SERVICE MATERIAL	NON-LEAD
WATER METER LOCATION	

**EXTERIOR INFORMATION**

EXTERIOR GENERAL COMMENTS	
GROUND ROD NOTES	GROUND ROD NOT LOCATED. CONTRACTOR TO VERIFY AND PLAN TO INSTALL NEW ELECTRICAL SERVICE GROUND.

**INTERIOR INFORMATION**

ACCESS NOTES	CRAWLSPACE HATCH IN BATHROOM
BASEMENT NOTES	5.5' CEILING HEIGHT. UNFINISHED CRAWLSPACE. CONCRETE FLOOR
SANITARY SEWER NOTES	PROTECT SANITARY SEWER. CLEANOUT 1' SOUTH OF WATER AND FLOWS NORTH TO DEWEY ST.
PROPOSED WATER METER LOCATION	
INTERIOR GENERAL COMMENTS	

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Foley ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, and Supplemental Letter Agreement dated May 5, 2026, this Supplemental Letter Agreement dated June 2, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 Lead Water Service Replacements - Additional Construction Services.**

**Client's Authorized Representative:** Sarah Brunn

**Address:** PO Box 709, Foley, Minnesota 56329

**Telephone:** 320.968.7260

**Email:** sbrunn@ci.foley.mn.us

**Project Manager:** Jarod Griffith

**Address:** 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

**Telephone:** 320.229.4304

**Email:** jgriffith@sehinc.com

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

Our services will consist of Construction Services in connection with the 2026 Lead Water Service Line Replacement change order Contract Documents prepared by SEH and approved by the Client on June 2, 2026.

### **Construction Administration:**

Provide construction administration services associated with construction of the proposed improvements and coordination with the Contract Documents. Specific tasks included are:

- Coordinate execution of the Contract Documents.
- Office design and construction support.
- Make periodic site visits by Engineer to observe progress and quality of executed work of Contractor(s).
- Serve as the liaison between City, Contractor, and the Public.
- Maintain and prepare record drawings.

### **Construction Observation:**

Provide construction observation services (i.e. Resident Project Representative; RPR) to document conformance to the Contract Documents. Specific tasks included are:

- Provide Full-Time Resident Project Representation (RPR) services (assumes 2 services completed per day).
- Observe and document testing procedures and results.
- Document daily work activities for conformance to the plans and specifications.
- Measure and document bid items for payment.
- Prepare punch list.
- Assist the Client with the final walkthrough and project closeout.
- Assumes up to 24 hours of observation.

### **Assumptions and Exclusions:**

- City Staff will perform all in-home inspections requiring City permits.
- Construction soil and materials testing services.
- Permit fees.
- Televising Services.

**Resident Project Representative Services**

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

**Schedule:**

Construction is planned to be completed by the end of October 2026.

**Payment:**

The fee is hourly estimated to be \$5,500 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if required, shall be compensated in accordance with our normal hourly rates.

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

**Short Elliott Hendrickson Inc.**

**City of Foley**

By:   
Full Name: Jarod Griffith  
Title: Project Manager

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

## **Exhibit A-1**

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

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

#### **A. Hourly Basis Option**

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

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

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

#### **B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.

## **Exhibit B-1**

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

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

#### **A. General**

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

#### **B. Duties and Responsibilities of RPR**

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Consultant's project engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent, and assist with understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

(a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.

(b) Receive samples furnished at the site by contractor, and notify Consultant's project engineer and Client of availability of samples to review.

(c) Notify Consultant's project engineer and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

5. Review of Work, Observations and Tests:

- (a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- (b) Regularly update the Consultant's project engineer to keep them informed of issues and progress of the Work.
- (c) Notify the Consultant's project engineer immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
- (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
- (e) Review and monitor the contractor's schedule for construction.
- (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, completing traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
- (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor/subcontractor employees and properly file documentation in accordance with project requirements.
- (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
- (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start ups.
- (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant's project engineer.
- (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project engineer and Client for determination of possible suspension of Work.

6. Interpretation of Contract Documents: Report to Consultant's project engineer when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant's project engineer.

7. Modifications:

- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Consultant's project engineer and assist with evaluation. Transmit to contractor decisions as issued by Consultant.
- (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.

8. Records / Reporting:

- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
- (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes,

additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

(c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant's project engineer.

(d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Consultant's project engineer periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant's project engineer and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Consultant's project engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Consultant's project engineer, Client, and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant's project engineer concerning acceptance.

(d) Assist Consultant's project engineer with preparation of record plans and documentation.

### **C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.

3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

**Contract Number:** FOLEY 175938  
**Pay Request Number:** 9

Project Number	Project Description
FOLEY 175938	2025 Northside Street & Utility Improvements

<b>Contractor:</b> Kuechle Underground Inc. 10998 State Highway 55 Kimball, MN 55353	<b>Vendor Number:</b> n/a <b>Up To Date:</b> 05/22/2026
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**Contract Amount**

Original Contract	\$4,895,030.87
Contract Changes	\$0.00
Revised Contract	\$4,895,030.87

**Work Certified To Date**

Base Bid Items	\$4,692,297.90
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$4,692,297.90

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$28,700.95	\$4,692,297.90	\$234,614.90	\$4,430,417.10	\$27,265.90	\$4,457,683.00
Percent: Retained: 5%			Percent Complete: 95.86%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

**Approved By:** Short Elliott Hendrickson Inc.

**Approved By:** Kuechle Underground Inc.

  
 \_\_\_\_\_

*David J Baker*  
 \_\_\_\_\_

Date 05/27/2026

Date 26 May 2026

**Approved By:** City of Foley

\_\_\_\_\_  
 Date \_\_\_\_\_

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-06-13	\$327,563.60	\$16,378.18	\$311,185.42
2	2025-07-12	\$991,024.21	\$49,551.21	\$941,473.00
3	2025-08-09	\$223,633.50	\$11,181.68	\$212,451.82
4	2025-09-19	\$1,745,743.81	\$87,287.19	\$1,658,456.62
5	2025-10-17	\$813,603.19	\$40,680.16	\$772,923.03
6	2025-11-21	\$479,025.99	\$23,951.30	\$455,074.69
7	2025-12-26	\$27,655.00	\$1,382.75	\$26,272.25
8	2026-03-06	\$55,347.65	\$2,767.38	\$52,580.27
9	2026-05-22	\$28,700.95	\$1,435.05	\$27,265.90

Funding Category Name	Funding Category No.	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
FOLEY 175938		\$3,625,381.64	\$181,269.09	\$3,419,164.65	\$24,947.90	\$3,444,112.55
LSLR - PFA Eligible		\$41,247.72	\$2,062.38	\$37,475.34	\$1,710.00	\$39,185.34
Participating Benton County - 100%		\$767,923.73	\$38,396.19	\$728,919.54	\$608.00	\$729,527.54
Participating Storm Sewer - 75% County, 25% Local		\$257,744.81	\$12,887.24	\$244,857.57	\$0.00	\$244,857.57

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
CP 005-043-011	County	\$608.00	\$1,014,152.24	\$3,609,802.25	\$913,170.72
FOLEY 175938	PFA DWRF	\$1,710.00	\$68,135.50	\$68,135.50	\$39,185.34
FOLEY 175938	Local	\$24,947.90	\$3,812,743.13	\$1,217,093.12	\$3,505,326.94

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LUMP SUM	\$50,000.00	1	0	\$0.00	0.95	\$47,500.00
Base Bid	2	2101.502	CLEARING	EACH	\$525.00	16	0	\$0.00	28	\$14,700.00
Base Bid	3	2101.502	GRUBBING	EACH	\$285.00	88	0	\$0.00	107	\$30,495.00
Base Bid	4	2104.502	REMOVE PIPE APRON	EACH	\$100.00	1	0	\$0.00	1	\$100.00
Base Bid	5	2104.502	REMOVE CASTING	EACH	\$30.00	7	0	\$0.00	6	\$180.00
Base Bid	6	2104.502	REMOVE GATE VALVE & BOX	EACH	\$80.00	15	0	\$0.00	15	\$1,200.00
Base Bid	7	2104.502	REMOVE HYDRANT	EACH	\$360.00	7	0	\$0.00	7	\$2,520.00
Base Bid	8	2104.502	REMOVE DRAINAGE STRUCTURE (STORM)	EACH	\$300.00	20	0	\$0.00	20	\$6,000.00
Base Bid	9	2104.502	REMOVE DRAINAGE STRUCTURE (SANITARY)	EACH	\$300.00	9	0	\$0.00	9	\$2,700.00
Base Bid	10	2104.502	REMOVE SIGN	EACH	\$40.00	8	8	\$320.00	8	\$320.00
Base Bid	11	2104.502	SALVAGE ORNAMENTAL LIGHT	EACH	\$525.10	1	1	\$525.10	1	\$525.10
Base Bid	12	2104.502	SALVAGE SIGN	EACH	\$40.00	5	5	\$200.00	5	\$200.00
Base Bid	13	2104.502	SALVAGE FIBEROPTIC SPLICE VAULT	EACH	\$2,117.96	1	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	952	0	\$0.00	935	\$2,805.00
Base Bid	15	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	1323	0	\$0.00	1311	\$3,933.00
Base Bid	16	2104.503	REMOVE CULVERT	LIN FT	\$10.00	21	0	\$0.00	21	\$210.00
Base Bid	17	2104.503	REMOVE WATER MAIN	LIN FT	\$0.01	3022	0	\$0.00	3022	\$30.22
Base Bid	18	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$12.00	1905	0	\$0.00	1843	\$22,116.00
Base Bid	19	2105.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	\$4.00	50	0	\$0.00	60	\$240.00
Base Bid	20	2104.503	REMOVE CURB & GUTTER	LIN FT	\$4.00	6324	45	\$180.00	6665	\$26,660.00
Base Bid	21	2104.503	SALVAGE CHAIN LINK FENCE	LIN FT	\$20.00	27	0	\$0.00	69	\$1,380.00
Base Bid	22	2104.503	SALVAGE RETAINING WALL	LIN FT	\$5.00	21	0	\$0.00	35	\$175.00
Base Bid	23	2104.503	SALVAGE PIPE SEWER (STORM)	LIN FT	\$12.00	13	0	\$0.00	3	\$36.00
Base Bid	24	2104.504	REMOVE CONCRETE WALK	SQ YD	\$3.00	3058	0	\$0.00	3204	\$9,612.00
Base Bid	25	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$3.00	1375	0	\$0.00	1556	\$4,668.00
Base Bid	26	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$3.00	520	0	\$0.00	817	\$2,451.00
Base Bid	27	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.00	24055	0	\$0.00	24127.6	\$120,638.00
Base Bid	28	2104.618	SALVAGE CONCRETE PAVERS	SQ FT	\$1.00	73	0	\$0.00	62	\$62.00
Base Bid	29	2106.507	EXCAVATION - COMMON (P)	CU YD	\$25.00	19852	0	\$0.00	19852	\$496,300.00
Base Bid	30	2106.507	EXCAVATION - ROCK	CU YD	\$50.00	50	0	\$0.00	0	\$0.00
Base Bid	31	2106.507	EXCAVATION - SUBGRADE	CU YD	\$16.00	3617	0	\$0.00	1780.15	\$28,482.40
Base Bid	32	2106.507	COMMON EMBANKMENT (CV)	CU YD	\$10.00	173	0	\$0.00	173	\$1,730.00
Base Bid	33	2106.607	EXCAVATION - CONTAMINATION	CU YD	\$20.00	100	0	\$0.00	0	\$0.00
Base Bid	34	2106.609	HAUL AND DISPOSE OF CONTAMINATED MATERIAL	TON	\$40.00	200	0	\$0.00	0	\$0.00
Base Bid	35	2108.504	GEOTEXTILE FABRIC TYPE 7	SQ YD	\$3.00	23629	0	\$0.00	23654.6	\$70,963.80
Base Bid	36	2112.619	RECLAIMED SURFACE PREPARATION	ROAD STA	\$400.00	10	0	\$0.00	12	\$4,800.00
Base Bid	37	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$125.00	60	0	\$0.00	79.75	\$9,968.75
Base Bid	38	2211.507	AGGREGATE EMBANKMENT (CV)	CU YD	\$0.01	3630	0	\$0.00	1440	\$14.40
Base Bid	39	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$33.00	9479	0	\$0.00	9479	\$312,807.00
Base Bid	40	2215.504	FULL DEPTH RECLAMATION (8")	SQ YD	\$2.00	4230	0	\$0.00	5657	\$11,314.00
Base Bid	41	2331.603	BITUMINOUS TAPER	LIN FT	\$4.00	1237	0	\$0.00	1350	\$5,400.00
Base Bid	42	2231.604	BITUMINOUS PATCH SPECIAL #1	SQ YD	\$22.00	481	0	\$0.00	789	\$17,358.00
Base Bid	43	2231.604	BITUMINOUS PATCH SPECIAL #2	SQ YD	\$22.00	51	0	\$0.00	92	\$2,024.00



Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	44	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.00	1227	0	\$0.00	0	\$0.00
Base Bid	45	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	\$71.00	2949	0	\$0.00	3592.38	\$255,058.98
Base Bid	46	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$78.00	2555	0	\$0.00	179.59	\$14,008.02
Base Bid	47	2411.602	CONCRETE STEPS	EACH	\$1,000.00	1	0	\$0.00	5	\$5,000.00
Base Bid	48	2411.603	INSTALL RETAINING WALL	LIN FT	\$100.00	21	35	\$3,500.00	35	\$3,500.00
Base Bid	49	2451.507	COARSE FILTER AGGREGATE (CV)	CU YD	\$30.00	870	0	\$0.00	0	\$0.00
Base Bid	50	2451.603	AGGREGATE TRENCH BACKFILL	LIN FT	\$10.00	727	0	\$0.00	727	\$7,270.00
Base Bid	51	2501.502	15" RC PIPE APRON	EACH	\$1,510.00	1	0	\$0.00	1	\$1,510.00
Base Bid	52	2501.502	27" RC PIPE APRON	EACH	\$2,650.00	1	0	\$0.00	1.036	\$2,745.40
Base Bid	53	2501.502	28" SPAN RC PIPE-ARCH APRON	EACH	\$2,250.00	1	0	\$0.00	1	\$2,250.00
Base Bid	54	2502.503	6" PVC PIPE DRAIN (WITH SOCK)	LIN FT	\$10.00	727	0	\$0.00	727	\$7,270.00
Base Bid	55	2502.503	4" PE PIPE DRAIN (WITH SOCK)	LIN FT	\$7.00	7313	0	\$0.00	7541.57	\$52,790.99
Base Bid	56	2502.602	CONNECT TO EXISTING PIPE DRAIN	EACH	\$350.00	9	0	\$0.00	9	\$3,150.00
Base Bid	57	2502.604	3" INSULATION	SQ YD	\$26.00	179	0	\$0.00	208.34	\$5,416.84
Base Bid	58	2503.503	4" PVC PIPE SEWER	LIN FT	\$33.00	3833	0	\$0.00	5789	\$191,037.00
Base Bid	59	2503.503	6" PVC PIPE SEWER	LIN FT	\$37.00	251	0	\$0.00	150	\$5,550.00
Base Bid	60	2503.503	8" PVC PIPE SEWER	LIN FT	\$49.00	2901	0	\$0.00	2873	\$140,777.00
Base Bid	61	2503.503	28" SPAN RC PIPE-ARCH SEWER CLASS IIA	LIN FT	\$156.00	26	0	\$0.00	26	\$4,056.00
Base Bid	62	2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$68.00	670	0	\$0.00	676	\$45,968.00
Base Bid	63	2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$64.00	1544	0	\$0.00	1560	\$99,840.00
Base Bid	64	2503.503	18" RC PIPE SEWER DES 3006 CL V	LIN FT	\$70.00	575	0	\$0.00	575	\$40,250.00
Base Bid	65	2503.503	21" RC PIPE SEWER DES 3006 CL III	LIN FT	\$79.00	410	0	\$0.00	410	\$32,390.00
Base Bid	66	2503.503	24" RC PIPE SEWER DES 3006 CL III	LIN FT	\$84.00	132	0	\$0.00	132	\$11,088.00
Base Bid	67	2503.503	27" RC PIPE SEWER DES 3006 CL III	LIN FT	\$105.00	312	0	\$0.00	289.56	\$30,403.80
Base Bid	68	2503.503	INSTALL PIPE SEWER (STORM)	LIN FT	\$38.00	8	0	\$0.00	3	\$114.00
Base Bid	69	2503.601	CLEAN STORM SEWER	LUMP SUM	\$5,000.00	1	1	\$5,000.00	1	\$5,000.00
Base Bid	70	2503.601	TRACER WIRE SYSTEM (SANITARY)	LUMP SUM	\$2,200.00	1	1	\$2,200.00	1	\$2,200.00
Base Bid	71	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$3,500.00	1	0	\$0.00	1.399	\$4,896.50
Base Bid	72	2503.602	CONNECT TO EXISTING MANHOLE (SAN)	EACH	\$3,500.00	2	0	\$0.00	2.67	\$9,345.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	73	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$425.00	85	0	\$0.00	82.937	\$35,248.23
Base Bid	74	2503.602	8"X4" PVC WYE	EACH	\$460.00	70	0	\$0.00	68	\$31,280.00
Base Bid	75	2503.602	8"X6" PVC WYE	EACH	\$515.00	5	0	\$0.00	4	\$2,060.00
Base Bid	76	2503.603	FILL AND ABANDON PIPE	LIN FT	\$15.00	355	0	\$0.00	393	\$5,895.00
Base Bid	77	2503.603	CLEAN & VIDEO TAPE PIPE SEWER	LIN FT	\$1.50	2901	2873	\$4,309.50	2873	\$4,309.50
Base Bid	78	2503.603	20" STEEL CASING PIPE (JACKED)	LIN FT	\$2,000.00	95	0	\$0.00	95	\$190,000.00
Base Bid	79	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	\$36,000.00	1	0	\$0.00	1	\$36,000.00
Base Bid	80	2504.601	TRACER WIRE SYSTEM (WATER)	LUMP SUM	\$2,000.00	1	0	\$0.00	1	\$2,000.00
Base Bid	81	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$4,100.00	6	0	\$0.00	6	\$24,600.00
Base Bid	82	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$500.00	81	0	\$0.00	73	\$36,500.00
Base Bid	83	2504.602	HYDRANT	EACH	\$7,200.00	8	0	\$0.00	8.542	\$61,502.40
Base Bid	84	2504.602	ADJUST GATE VALVE & BOX	EACH	\$676.00	3	0	\$0.00	0	\$0.00
Base Bid	85	2504.602	1" CORPORATION STOP	EACH	\$380.00	77	0	\$0.00	69	\$26,220.00
Base Bid	86	2504.602	1.5" CORPORATION STOP	EACH	\$612.00	3	0	\$0.00	4	\$2,448.00
Base Bid	87	2504.602	6" GATE VALVE & BOX	EACH	\$2,600.00	9	0	\$0.00	9	\$23,400.00
Base Bid	88	2504.602	8" GATE VALVE & BOX	EACH	\$3,500.00	15	0	\$0.00	15	\$52,500.00
Base Bid	89	2504.602	10" GATE VALVE & BOX	EACH	\$4,800.00	1	0	\$0.00	1	\$4,800.00
Base Bid	90	2504.602	1" CURB STOP & BOX	EACH	\$520.00	77	0	\$0.00	69	\$35,880.00
Base Bid	91	2504.602	1.5" CURB STOP & BOX	EACH	\$690.00	3	0	\$0.00	4	\$2,760.00
Base Bid	92	2504.602	INSTALL SPRINKLER HEAD	EACH	\$115.00	30	0	\$0.00	0	\$0.00
Base Bid	93	2504.603	1" TYPE K COPPER PIPE	LIN FT	\$42.00	2849	0	\$0.00	2675.16	\$112,356.72
Base Bid	94	2504.603	1.5" TYPE K COPPER PIPE	LIN FT	\$54.00	160	0	\$0.00	141	\$7,614.00
Base Bid	95	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$81.00	147	0	\$0.00	156	\$12,636.00
Base Bid	96	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$85.00	3212	0	\$0.00	2956	\$251,260.00
Base Bid	97	2504.603	20" STEEL CASING PIPE (JACKED)	LIN FT	\$1,900.00	248	0	\$0.00	250	\$475,000.00
Base Bid	98	2504.608	DUCTILE IRON FITTINGS	POUND	\$17.00	1396	0	\$0.00	1687	\$28,679.00
Base Bid	99	2506.502	CONNECT TO EXISTING STORM SEWER	EACH	\$3,200.00	4	0	\$0.00	4	\$12,800.00
Base Bid	100	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 (0-8')	EACH	\$5,400.00	11	0	\$0.00	11	\$59,400.00
Base Bid	101	2506.502	CASTING ASSEMBLY (STORM)	EACH	\$1,050.00	51	0	\$0.00	50	\$52,500.00
Base Bid	102	2506.502	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	\$1,300.00	4	4	\$5,200.00	4	\$5,200.00



Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	103	2506.502	CONNECT TO EXISTING STRUCTURE (STORM)	EACH	\$3,200.00	3	0	\$0.00	2	\$6,400.00
Base Bid	104	2506.502	CASTING ASSEMBLY SPECIAL	EACH	\$230.00	6	0	\$0.00	3	\$690.00
Base Bid	105	2506.503	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	\$470.00	48.1	0	\$0.00	48.1	\$22,607.00
Base Bid	106	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$737.00	99.85	0	\$0.00	99.85	\$73,589.45
Base Bid	107	2506.503	CONST DRAINAGE STRUCTURE DES 60-4022	LIN FT	\$946.00	44.77	0	\$0.00	44.77	\$42,352.42
Base Bid	108	2506.603	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 (8+')	LIN FT	\$167.00	28.27	0	\$0.00	28.27	\$4,721.09
Base Bid	109	2511.507	RANDOM RIPRAP CLASS III	CU YD	\$119.00	21.6	0	\$0.00	21.6	\$2,570.40
Base Bid	110	2521.518	4" CONCRETE WALK	SQ FT	\$5.00	27503	0	\$0.00	27875	\$139,375.00
Base Bid	111	2521.518	6" CONCRETE WALK	SQ FT	\$10.00	3095	90	\$900.00	3273	\$32,730.00
Base Bid	112	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$18.00	7702	104	\$1,872.00	7714	\$138,852.00
Base Bid	113	2531.503	CONCRETE CURB & GUTTER DESIGN R412	LIN FT	\$21.00	1286	20	\$420.00	1230	\$25,830.00
Base Bid	114	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$63.00	1665	0	\$0.00	1606	\$101,178.00
Base Bid	115	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	259	28	\$2,240.00	272	\$21,760.00
Base Bid	116	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$90.00	49	0	\$0.00	49	\$4,410.00
Base Bid	117	2531.618	TRUNCATED DOMES	SQ FT	\$65.00	368	12	\$780.00	372	\$24,180.00
Base Bid	118	2540.602	RELOCATE MAIL BOX	EACH	\$265.00	61	0	\$0.00	61	\$16,165.00
Base Bid	119	2545.503	2" NON-METALLIC CONDUIT	LIN FT	\$10.16	2862	0	\$0.00	2939	\$29,860.24
Base Bid	120	2545.602	INSTALL ORNAMENTAL LIGHT	EACH	\$1,516.45	1	0	\$0.00	0	\$0.00
Base Bid	121	2550.602	INSTALL FIBER OPTIC VAULT	EACH	\$1,516.45	1	0	\$0.00	0	\$0.00
Base Bid	122	2557.603	INSTALL CHAIN LINK FENCE	LIN FT	\$39.05	27	27	\$1,054.35	27	\$1,054.35
Base Bid	123	2563.601	TRAFFIC CONTROL	LUMP SUM	\$10,000.00	1	0	\$0.00	0.95	\$9,500.00
Base Bid	124	2564.518	SIGN PANELS TYPE C	SQ FT	\$50.00	185	0	\$0.00	185	\$9,250.00
Base Bid	125	2564.602	INSTALL SIGN	EACH	\$65.00	4	0	\$0.00	5	\$325.00
Base Bid	126	2564.618	SIGN PANELS TYPE SPECIAL	SQ FT	\$30.00	48	0	\$0.00	48	\$1,440.00
Base Bid	127	2565.602	HANDHOLE	EACH	\$2,657.66	6	0	\$0.00	5	\$13,288.30
Base Bid	128	2571.502	DECIDUOUS TREE 2" CAL B&B	EACH	\$454.00	44	0	\$0.00	0	\$0.00
Base Bid	129	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$4,300.00	1	0	\$0.00	1	\$4,300.00
Base Bid	130	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$410.00	78	0	\$0.00	78	\$31,980.00
Base Bid	131	2573.502	CULVERT END CONTROLS	EACH	\$410.00	5	0	\$0.00	0	\$0.00
Base Bid	132	2573.503	SILT FENCE, TYPE MS	LIN FT	\$2.80	214	0	\$0.00	20	\$56.00



Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	133	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$2.80	800	0	\$0.00	267	\$747.60
Base Bid	134	2573.605	TEMPORARY STABILIZATION	ACRE	\$350.00	2.25	0	\$0.00	0	\$0.00
Base Bid	135	2574.505	SOIL BED PREPARATION	ACRE	\$700.00	2.25	0	\$0.00	3.4	\$2,380.00
Base Bid	136	2574.607	TOPSOIL BORROW SPECIAL (LV)	CU YD	\$28.00	1812	0	\$0.00	2576	\$72,128.00
Base Bid	137	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$2.60	967	0	\$0.00	100	\$260.00
Base Bid	138	2575.505	SEEDING	ACRE	\$700.00	2.25	0	\$0.00	3.4	\$2,380.00
Base Bid	139	2575.508	FERTILIZER TYPE 2	POUND	\$1.00	899	0	\$0.00	1295	\$1,295.00
Base Bid	140	2575.508	SEED MIXTURE 25-151	POUND	\$5.00	561	0	\$0.00	818	\$4,090.00
Base Bid	141	2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	\$1.20	5617	0	\$0.00	8500	\$10,200.00
Base Bid	142	2582.503	4" DBLE SOLID LINE MULTI-COMP GR IN (YELLOW)	LIN FT	\$4.00	2125	0	\$0.00	0	\$0.00
Base Bid	143	2582.503	4" SOLID LINE MULTI-COMP GR IN (WHITE)	LIN FT	\$5.00	1218	0	\$0.00	0	\$0.00
Base Bid	144	2582.503	6" SOLID LINE MULTI-COMP GR IN (WHITE)	LIN FT	\$3.00	1908	0	\$0.00	0	\$0.00
Base Bid	145	2582.503	24" SOLID LINE MULTI COMP GR IN (WHITE)	LIN FT	\$20.00	49	0	\$0.00	0	\$0.00
Base Bid	146	2582.518	PAVT MSSG MULTI COMP GR IN (WHITE)	SQ FT	\$30.00	9	0	\$0.00	0	\$0.00
Base Bid	147	2582.518	CROSSWALK PREF THERMO GR IN (WHITE)	SQ FT	\$12.00	1930	0	\$0.00	0	\$0.00
<b>Totals:</b>								<b>\$28,700.95</b>		<b>\$4,692,297.90</b>

Material On Hand Additions				
Line	Item	Description	Date	Added

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
54	2502.503	6" PVC PIPE DRAIN (WITH SOCK)	2025-07-11	530 LIN FT \$5,257.53	530 LIN FT \$5,257.53	0 LIN FT \$0.00
55	2502.503	4" PE PIPE DRAIN (WITH SOCK)	2025-07-11	1,170 LIN FT \$8,187.39	1,170 LIN FT \$8,187.39	0 LIN FT \$0.00
58	2503.503	4" PVC PIPE SEWER	2025-07-11	680 LIN FT \$22,128.86	680 LIN FT \$22,128.86	0 LIN FT \$0.00
59	2503.503	6" PVC PIPE SEWER	2025-07-11	75 LIN FT \$2,628.03	75 LIN FT \$2,628.03	0 LIN FT \$0.00
60	2503.503	8" PVC PIPE SEWER	2025-07-11	800 LIN FT \$38,718.12	800 LIN FT \$38,718.12	0 LIN FT \$0.00
66	2503.503	24" RC PIPE SEWER DES 3006 CL III	2025-07-11	75 LIN FT \$5,929.68	75 LIN FT \$5,929.68	0 LIN FT \$0.00
67	2503.503	27" RC PIPE SEWER DES 3006 CL III	2025-07-11	65 LIN FT \$6,496.44	65 LIN FT \$6,496.44	0 LIN FT \$0.00
83	2504.602	HYDRANT	2025-07-11	6 EACH \$41,841.44	6 EACH \$41,841.44	0 EACH \$0.00

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
87	2504.602	6" GATE VALVE & BOX	2025-07-11	5 EACH \$11,266.25	5 EACH \$11,266.25	0 EACH \$0.00
88	2504.602	8" GATE VALVE & BOX	2025-07-11	10 EACH \$33,092.06	10 EACH \$33,092.06	0 EACH \$0.00
89	2504.602	10" GATE VALVE & BOX	2025-07-11	1 EACH \$2,840.00	1 EACH \$2,840.00	0 EACH \$0.00
93	2504.603	1" TYPE K COPPER PIPE	2025-07-11	920 LIN FT \$38,449.17	920 LIN FT \$38,449.17	0 LIN FT \$0.00
94	2504.603	1.5" TYPE K COPPER PIPE	2025-07-11	50 LIN FT \$2,668.44	50 LIN FT \$2,668.44	0 LIN FT \$0.00
95	2504.603	6" WATERMAIN DUCTILE IRON CL 52	2025-07-11	135 LIN FT \$10,639.12	135 LIN FT \$10,639.12	0 LIN FT \$0.00
96	2504.603	8" WATERMAIN DUCTILE IRON CL 52	2025-07-11	1,890 LIN FT \$160,082.30	1,890 LIN FT \$160,082.30	0 LIN FT \$0.00
100	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 (0-8')	2025-07-11	4 EACH \$17,495.68	4 EACH \$17,495.68	0 EACH \$0.00
106	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	2025-07-11	11 LIN FT \$8,053.30	11 LIN FT \$8,053.30	0 LIN FT \$0.00
107	2506.503	CONST DRAINAGE STRUCTURE DES 60-4022	2025-07-11	10 LIN FT \$9,023.40	10 LIN FT \$9,023.40	0 LIN FT \$0.00

<b>Contract Total</b>	<b>\$4,692,297.90</b>
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# CHANGE ORDER NO. 1

OWNER	City of Foley	DATE	June 2, 2026
CONTRACTOR	Kuechle Underground, Inc.	SEH No.	FOLEY 175938
ENGINEER	SEH		
Project	2025 Northside Street & Utility Improvements, Foley		

You are directed to make the following changes in the Contract Documents:

Description:

Add contract items for paving a 1.5" overlay of CR 43 from Penn Street to 75<sup>th</sup> Street Northeast. The Contractor shall complete all work before the original project completion date.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
148	BITUMINOUS MATERIAL FOR TACK COAT	GAL	600.00	\$2.00	\$1,200.00
149	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	1,080.00	\$94.29	\$101,833.20
150	TRAFFIC CONTROL	LUMP SUM	1.00	\$4,200.00	\$4,200.00
151	4" SNP SOLID LINE MULTI-COMP GR IN (YELLOW)	LIN FT	540.00	\$5.00	\$2,700.00
152	4" DASH SOLID LINE MULTI-COMP GR IN (YELLOW)	LIN FT	1,650.00	\$5.00	\$8,250.00
153	4" DBLE SOLID LINE MULTI-COMP GR IN (YELLOW)	LIN FT	610.00	\$4.00	\$2,440.00
154	6" SOLID LINE MULTI-COMP GR IN (WHITE)	LIN FT	5,600.00	\$3.00	\$16,800.00
<b>TOTAL</b>					<b>\$137,423.20</b>

Reason for Change Order:

During construction, the County requested to extend the paving limits of the final lift on CR 43 (4<sup>th</sup> Avenue North) from Penn Street to 75<sup>th</sup> Street Northeast. The contractor requested an adjustment to the unit price for wearing course due to the current market. Upon review with County staff, the Engineer has determined the cost to be justified.

Attachments:

None.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$4,895,030.87	11/01/2025	06/27/2026
Net increase (decrease) from previous Change Order No. to :	-	-	-
Contract price prior to the Change Order:	\$4,895,030.87	11/01/2025	06/27/2026
Net increase (decrease) of this Change Order:	\$137,423.20	No Change	No Change
Contract price with all approved Change Orders:	\$5,032,454.07	11/01/2025	06/27/2026

In accordance with the Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

**RECOMMENDED:**

SEH  
2351 Connecticut Avenue, Suite 300  
Sartell, MN 56377

By: 

Title: Project Engineer

Date: 05/28/2026

**ACCEPTED:**

Kuechle Underground, Inc  
10998 State Highway 55  
Kimball, MN 55353

By: *David J Baker*

Title: Project Manager

Date: 28 May, 2026

**APPROVED:**

City of Foley  
251 Fourth Avenue North  
Foley, MN 56329

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

Title: \_\_\_\_\_

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

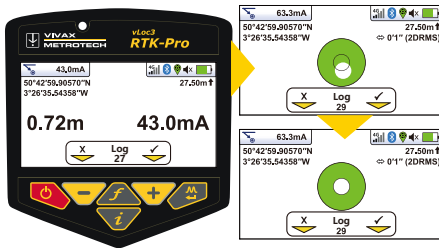
# RTK-Pro

## Utility Locator with Survey-Grade GNSS

- One-hand locating and mapping to save time and costs
- Fully-integrated RTK-GNSS receiver with survey-grade accuracy
- Data capturing with the touch of a button
- Open Cloud Data Sync for GIS
- No additional devices necessary

The **vLoc3 RTK-Pro** is the first to add Real Time Kinematic GNSS accuracy to a utility locator for mapping. The smart combination of utility locating and surveying in one device makes it super easy to map and capture objects for GIS and asset management. No extra devices needed. Based on the vLoc3 technology and its benefits, a whole new type of tool was created to make field work way easier. The operator can collect both utility location data along with the geographical coordinates of the points with survey-grade accuracy within the range of centimetres.

The RTK-Pro is designed for all operator levels, utilizing user-friendly and intuitive locate screens. The operator simply collects the utility data with the press of a button. The innovative tilt compensation with electronic spirit level facilitates the capture of precise data for every log. The user-configurable vLoc3 receiver contain a broad range of configurable frequencies from 98Hz to 200kHz, different passive locate modes and a fault find mode. Visual and vibration alerts can also be configured providing real-time warnings for shallow depth, overload, overhead cables, and excessive swinging. The Bluetooth module enables connection with external devices such as smartphones. All captured data is saved in the receivers internal memory and sent to the free VMap Cloud and VMap Pro Mobile App. The data can be exported in all common formats for mapping programs (GIS). Optional Plugin accessories (A-frame for locating sheath faults, Marker Locator Adapter for locating EMS markers and a handheld remote antenna for positive line identification) can be connected to the device to extend the range of functions.



In addition to the standard vLoc3 locating modes, the vLoc3 RTK-Pro offers special screens for point capture and tilt compensation, as well as attribute selection and a walk back feature to coordinates.



In the map view, you can review the position points and display or delete the captured object data via the app or web portal. Add walk back points or export the measurement data in common file formats for further processing in GIS.

**GNSS Satellite Tracking**  
- GPS, GLONASS, Galileo, BeiDou

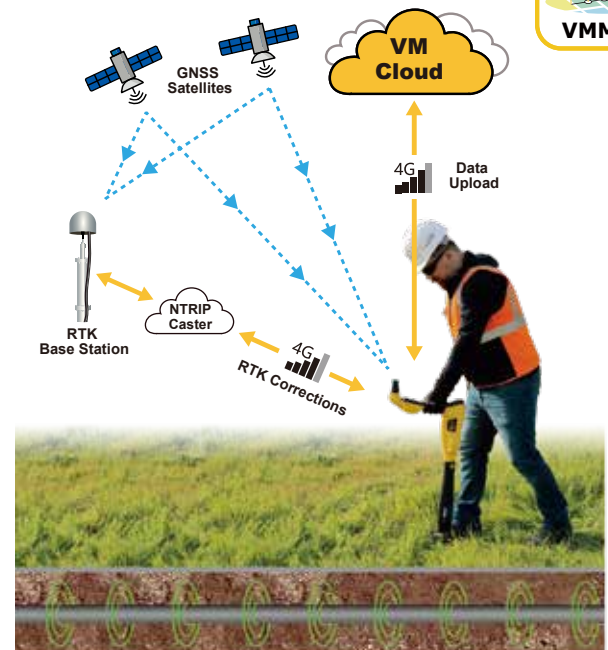
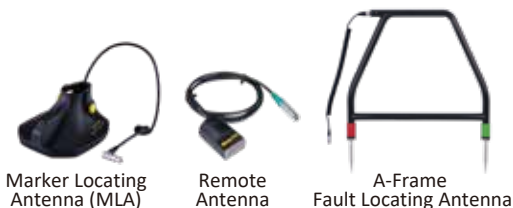
**Ultra Bright Color LCD 4.3"**  
with automatic backlighting




**4G WiFi**  
Open Cloud Data Sync

**Data Connectivity**  
- 4G LTE via internal Nano-SIM  
- Via WiFi connection without SIM  
- Bluetooth connection to external devices and for displaying your live location in the VMap Pro app

**Log data with press and tilt**  
- Real time 2DRMS horizontal accuracy  
- Tilt compensation for accurate capturing

**Plugin Accessory & Charging Port**



Specifications vLoc3 RTK-Pro Receiver	
<b>Display</b>	High Visibility Color Display 4.3"/10cm (480 x 272px) with automatic backlighting
<b>Battery life</b>	16 hours of continuous use with Lithium-ion battery
<b>Operating frequencies</b>	Configurable frequencies from 16Hz to 200kHz Power - 50Hz and 60Hz Radio - 10kHz - 22.7kHz bandwidth
<b>Locating Screens</b>	<ul style="list-style-type: none"> <li>- <b>Classic Screen</b> with bar graph indicator with Peak, Null, simultaneous Peak with arrows, and Omni Peak</li> <li>- <b>Vector Locate</b> when locating over the utility is not possible, the offset and depth are displayed</li> <li>- <b>Plan View</b> displays the theoretical line in 2D from above ground in omnidirectional mode</li> <li>- <b>Transverse Graph</b> is used to analyze the shape and distortion of the electromagnetic fields</li> <li>- <b>Sonde Screen</b> 360° arrow guidance directly to the sonde with distinct symbols</li> </ul>
<b>Data logging and transfer</b>	<ul style="list-style-type: none"> <li>- Real-time upload connection to the free VMMMap Cloud via sim card or WiFi connection</li> <li>- Analyze data via VMMAP web portal or free VMMMap app</li> <li>- Export data in .csv, .kml, .shp, .txt, .dxf, .xls or .xlsx file format for GIS or assest management software</li> </ul>
<b>GNSS Features</b>	<ul style="list-style-type: none"> <li>- Satellites Tracked: GPS/QZSS, GLONASS, Galileo, BeiDou GPS L1C/A L2C, GLO L1OF L2OF, GAL E1B/C E5b, BDS B1I B2I, QZSS L1C/A L2C</li> <li>- Convergence time RTK &lt; 10 sec</li> <li>- Acquisition: Cold starts = 24s, Reacquisition = 2s</li> <li>- Position accuracy RTK 0.01 m + 1 ppm CEP*</li> <li>*Dependent on atmospheric conditions, baseline length, GNSS antenna, multipath conditions, satellite visibility and geometry</li> </ul>
<b>NTRIP</b>	<ul style="list-style-type: none"> <li>- Compatible with NTRIP Casters with RTCM 3 output messages</li> <li>- Real time reference station connection status displayed on the receiver</li> <li>- Real time horizontal accuracy in 2DRMS</li> </ul>
<b>Cellular Connection</b>	<ul style="list-style-type: none"> <li>- 4G with fallback</li> <li>- LTE FDD bands 2, 4, 5, 7, 17</li> <li>- UMTS/HSPA [MHz] 850, 900, 1700, 1900, 2100</li> </ul>
<b>Weight</b>	- 2.4 kg
<b>Environmental</b>	- IP65
<b>Dimensions</b>	 <p>38cm, 76cm, 12.6cm, 8.5cm</p>
<b>What's in the Box:</b>	<ul style="list-style-type: none"> <li>- Li-ion battery pack with charger</li> <li>- Alkaline battery tray</li> <li>- Mini USB cable</li> <li>- User manual</li> <li>- Carry bag</li> </ul> 
<b>Accessories</b>	 <ul style="list-style-type: none"> <li>A-Frame Fault Locating Antenna</li> <li>Clip-on Stand &amp; Tall-Adapter</li> <li>Transmitter (5-Watt, 10-Watt, 25-Watt, 150-Watt)</li> <li>Remote Antenna</li> <li>Marker Locating Adapter MLA</li> </ul>
<b>Warranty</b>	24 months (extendable to 3 years)

Local Vivax-Metrotech Distributor:



**Joe Rubbelke**  
612-817-6521 (c)  
j.rubbelke@utility-logic.com  
utility-logic.com

### Vivax-Metrotech Corporation

3251 Olcott Street, Santa Clara, CA 95054, USA  
**T/Free: 1-800-446-3392**  
**Tel: +1-408-734-3880**  
www.vivax-metrotech.com

Tag us on social media @vivax\_metrotech



V1.5

Please visit our website for full product specifications.



# Quote

PO Box 783, Rogers, MN 55374  
 Ph 877-544-2700 Fax 612-930-0930

Date	Quote #
5/13/26	15704

Name / Address
City of Foley Mark Pappenfus PO Box 709 Foley, MN 56329

Ship To
City of Foley Attn: Mark Pappenfus 321 4th Ave. N. Foley, MN 56329

Terms	FOB
Net 30	Warehouse

Item	Description	Qty	Price Each	Total
1.226.01.00029	RTK KIT - vLoc3 RTK Pro Rx, 5 Watt Li-Ion Tx Vivax-Metrotech vLoc3 RTK-Pro Rx, BT & WIFI - Li-Ion battery, Li-Ion Rx charger, Alkaline battery holder, User manual, Mini-USB cable and Soft carry bag. Brings GNSS accuracy to a utility locator. Using the RTK-Pro internal cellular module with 4G LTE capabilities, the operator has the ability to connect to NTRIP RTK (Real-Time Kinematic ) caster that provides RTCM 3 corrections. By utilizing these corrections, the operator can collect both utility location data along with the geographical location of the utility with survey-grade accuracy. Device is WIFI enabled allowing for mobile hotspot connection	1	9,005.00	9,005.00
2.222.02.00011	Vivax-Metrotech Loc3 Series Backpack	1	200.00	200.00
1.219.05.00026	Vivax-Metrotech vLoc3 5-Watt Transmitter - Includes: multiple induction and direct connection frequencies ranging from 98Hz to 200kHz, LI-ION battery and charger, Direct connect lead, Ground stake and Mini-USB cable.	1	2,200.00	2,200.00
1.222.04.00001	Vivax-Metrotech 5" Clamp w/SpeakOn (Blue Plug) Tx Connection	1	540.00	540.00

Thank you for your business!	Subtotal
	Sales Tax (0.0%)
	<b>Total</b>

**\*\* A 3.5% convenience fee will be added to all invoices paid by credit card \*\***

PO Box 783, Rogers, MN 55374  
 Ph 877-544-2700 Fax 612-930-0930

Date	Quote #
5/13/26	15704

Name / Address
City of Foley Mark Pappenfus PO Box 709 Foley, MN 56329

Ship To
City of Foley Attn: Mark Pappenfus 321 4th Ave. N. Foley, MN 56329

Terms	FOB
Net 30	Warehouse

Item	Description	Qty	Price Each	Total
	The vLoc3-RTK as quoted is a complete locator kit with survey grade accuracy capabilities. This will allow you to collect GPS data points to within +/- 1 inch accuracy while you are locating your underground utilities. This unit also gives you the opportunity to collect any above ground asset like your curb stops, gate valves and manholes. Once these GPS points are collected with the RTK you can then "walk back" to them within 1 inch. This is a very handy feature in the winter when everything is covered with snow and ice. *A Cellular Data Only (minimum 2GB) Plan is required, if not connecting to mobile hotspot, for use with RTK receiver. Customer can purchase these IOT sim data only cards and data plans directly from AT&T or T-Mobile			
EZT1000	EZ-T Probe: Locators ground probe - 48" hammer action with insulated handle	1	300.00	300.00
SHIPPING03	Shipping, Insurance & Configuration - RTK Training and technical support provided for the life of the product with this purchase.		220.00	220.00
	PLEASE NOTE, QUOTE DOES NOT INCLUDE ANY APPLICABLE SALES TAX			

Thank you for your business!	Subtotal		\$12,465.00
	Sales Tax (0.0%)		\$0.00
	<b>Total</b>		<b>\$12,465.00</b>

**\*\* A 3.5% convenience fee will be added to all invoices paid by credit card \*\***



## CULVERT POLICY/ ENTRANCE PERMIT

### GENERAL REQUIREMENTS

1. **Landowner(s) must submit an application for an entrance permit for all new, revised or changed use approaches/entrances.** Permit forms are available at the County Highway Department office, and online at the following address: [http://www.co.benton.mn.us/Public\\_Works/Permits.php](http://www.co.benton.mn.us/Public_Works/Permits.php). All permit applications must be accompanied by a permit application fee and performance bond in the amount shown on the current County Fee Schedule found online at the following address: <http://www.co.benton.mn.us/>. The performance bond will be refunded after the approach and culvert installation are approved by the Department. If repeated inspections (greater than 3) are required, an additional \$50 per additional inspection will be required prior to release of the bond.
2. Distance to nearest adjacent approach: **330 feet minimum (roadways with higher traffic volumes, higher functional classifications, higher speed limits, sight distance issues, or traffic volume changes may require longer approach separation distances)**
3. Distance to nearest intersecting public roadway: **480 feet minimum (center of approach to edge of traveled way on intersecting roadway)**
4. Only one access per 40 acre parcel. An exception may be considered if an impassable land feature divides the parcel.
5. If available, access shall be from a lower functional classification roadway and will not be solely based on the property owner's choice of location or orientation of the structure.
6. If tract is located within platted area, the plat should provide a location for access to the tract.
7. Culvert diameter can be generally determined from an entrance upstream or downstream from proposed entrance. In some cases a hydraulic design may be required.
8. Used culverts are not acceptable for use on access onto county roads unless approved by the County Engineer, or his representative. New culverts can be purchased from private vendors or the County Highway Department. New culverts may be purchased from the Benton County Highway Department by private individuals under the following conditions:
  - a. The culvert is to be used to provide access to property adjacent to a County Road.
  - b. The culvert size must be adequate to handle drainage needs as determined by the Benton County Highway Department (the Department), but shall not have a diameter that is less than (15) inches.
  - c. Private approaches shall be 24' wide (drivable surface). Commercial approaches shall be a maximum of 32' wide, with the exception of public roadways or streets. Configuration of entrances and associated drainage culvert widths, alignment and locations shall be determined by the Department.
9. Purchase price for culverts and bands shall be at the County's current direct cost plus appropriate tax and a 5% markup for administration/ handling. The County shall receive payment in full before the purchaser picks up the culvert. **(Please notify the Department at least 24 hrs prior to desired pickup time.)**
10. Culvert lengths will generally provide for a 24' wide driveway top and 4:1 side slopes from the top of entrance to the ditch bottom and 18 inches of soil cover over the culvert. On recently constructed roadways where the side slopes are 6:1, the culvert should be long enough to provide for similar 6:1 side slopes.
11. Wherever possible, entrances serving two or more parcels shall be utilized.
12. Applicant must place a stake (marked "PROPOSED ENTRANCE"), which is visible from the roadway, for field review purposes by the Department.
13. Culvert end sections are required on roads where they have been included as a past design feature on the roadway. The individual will be responsible for the cost and installation of end sections which may include safety bars.
14. The culvert shall be installed by the individual at his/her expense and shall be installed in such a manner that will not impede existing drainage. Culverts shall be installed in accordance with appropriate detail as shown herein.





15. All culvert installations are subject to the approval of the Department. Any installation that may cause a drainage problem shall be removed and/or improved at the owner's expense.
16. The applicant(s) requesting the approach, and/or property owner, hereby agree(s) that the approach and culvert shall become the property of Benton County when said installation has been approved by the Department. The County shall maintain the culvert upon approval of said installation by the Engineer. The applicant, and/or property owner, shall be responsible for maintaining the approach surfacing unless it is disturbed by Departmental operations.
17. Projects must be completed within one year from the date of the application, or the deposited bond may be forfeited (unless the permit application is cancelled within said time period). **Please note: if the permit application is cancelled, the permit fee will not be refunded.**
18. If work is started on an entrance and not completed within one calendar year from the date of the application, the Department may remove the work (with its own forces or by contract). All costs incurred by the Department above the aforementioned bond amounts will be billed to the applicant or added to the property tax of the accessed parcel.

### **INSTRUCTIONS FOR PREPARING ENTRANCE PERMIT FORM**

Prepare application by filling in form fields on your computer, or print a copy and clearly print using typewriter or ink:

1. Name of Applicant: The name of the person or municipality making request
2. Name of Owner: Owner of the property from which the access originates
3. Give County Road Number, Street Name and Address, Township in which the driveway is located, Miles N-S-E- W of specific road, landmark, or town.
4. Description of Property: Legal description of property as shown on owner's deed or abstract.
5. Purpose of Driveway: Give reason for entrance. (commercial, field access, residential access)
6. Building to be constructed: Give type and whether it will serve as residence or commercial. If commercial, provide type of business. If permits are requested for approaches to real estate developments, filling stations, vending stands or other roadside business establishments, you must submit a copy of ground plan, showing building sites or proposed location of the buildings, approaches, etc. If such plans are not drawn to scale, sufficient dimensions must be recorded on the plan to show the relative locations of all items planned for the development.
7. Check whether temporary or permanent access and if platted or unplatted. (This is important)
8. Show distance from centerline of County Road to front of building or nearest structure (pump island, if gas station)
9. Show number of driveways presently serving this property.
10. Show locations of proposed access, with respect to boundary, such as "100 feet south of north line".
11. Show location(s) of present access(es), if any and reason why the existing access will not service the property.
12. Date and sign copy.
13. Send a copy of a sketch of your proposed layout with the application. This sketch may be made on letter size paper.



## Entrance Permit Application

New Life Church of Foley  
Applicant

P.O. Box 250 Foley, MN 56329  
Address

320-492-3707  
Telephone

Property Owner (if different than above)

Address

Telephone

Location of Proposed Entrance: CR #: <u>43</u> In: _____ Township <u>750 feet</u> <sup>feet</sup> <sub>miles</sub> <input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> E of City <u>(Intersection)</u> Landmark of <u>Penn Street</u>		
Legal Description of Property: <u>See Attached</u>		
Purpose of Entrance (check one): <input type="checkbox"/> Residence <input checked="" type="checkbox"/> Commercial	Has Permit Been Issued by Benton County Zoning Department (check one)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will a building be constructed <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, what Type?
Will the building be? <input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Permanent	Property is located in: <input checked="" type="checkbox"/> Platted Area <input type="checkbox"/> Unplatted Area	Distance from center of road to front of building is: <u>415</u> Feet
Number of Existing Entrances to Property: <u>0</u>	Date Requested Entrance is Needed: Date <u>August 1, 2014</u>	
Describe the exact location of the <b>Existing Entrance</b> to Property: <u>None</u>		
Describe the exact location of the <b>Proposed Entrance</b> to Property: <u>Driveway per plans attached.</u>		
Desired Entrance Width: <u>24</u> Feet		
<p>I/We, the undersigned, herewith make application for permission to construct an access/entrance drive at the location mentioned above. The access/entrance drive will be constructed to conform with the regulations of Benton County and to any special provisions included in the permit. It is agreed that all work will be done to the satisfaction of the Benton County Highway Department; and no work in connection with this application will be started until the application is approved and the permit issued. It is expressly understood that this permit is conditioned upon replacement or restoration of the County Road to its original condition, or to a condition agreed upon by the Benton County Highway Department. It is further understood that this permit is issued subject to the approval of local city, village or borough authorities having joint supervision over said street or highway. The applicant(s) will comply with rules and regulations of any other governmental agencies (MnDNR, MPCA, Corp. of Engineers, etc.).</p>		

  
Applicant(s) Signature(s)

7-17-14  
Date



\*\*\*FOR COUNTY USE ONLY\*\*\*

Permit Fee:

Check No.:	2965
Amount:	\$ 100.00
Dated:	7-18-14
Deposit made by:	WESTWOOD PROFESSIONAL SERVICES

Performance Bond:

Check No.:	
Amount:	N/A
Dated:	
Deposit made by:	UNION CITY DISTRICT

Culvert Size/Diameter Required (inches): \_\_\_\_\_ Culvert Length Required (feet): \_\_\_\_\_  
 Number of Band(s): \_\_\_\_\_ Number of Apron(s): \_\_\_\_\_

Cost Responsibility:  
 Applicant  
 County

APPLICATION REVIEWED AND APPROVED BY:

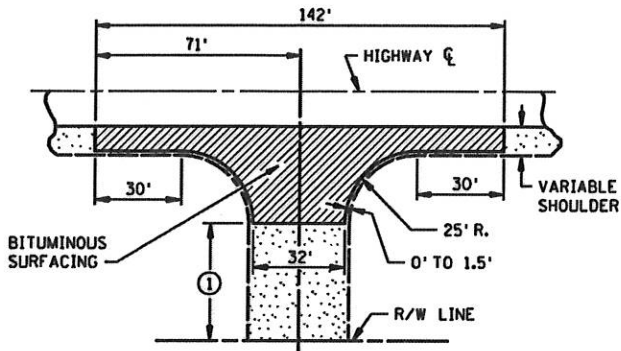
\_\_\_\_\_  
 Superintendent Signature  
 \_\_\_\_\_  
 County Engineer Signature

7-29-14  
 \_\_\_\_\_  
 Date  
 7-29-14  
 \_\_\_\_\_  
 Date

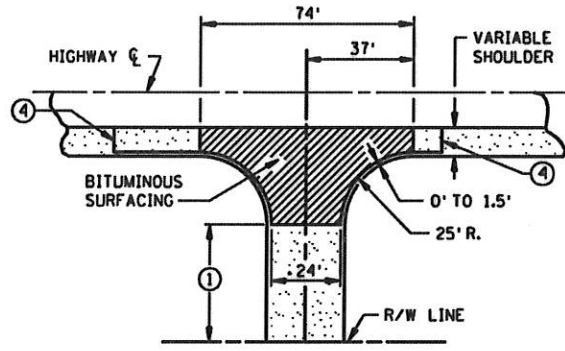
COPY SENT TO APPLICANT ON: 7/29/14

SPECIAL PROVISIONS:

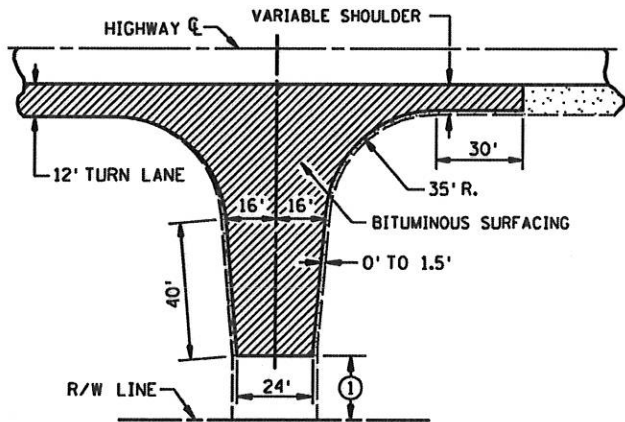
IT IS UNDERSTOOD THAT THIS ESTIMATE IS TEMPORARY AND WILL BE REMOVED BY PROPERTY OWNER ONCE 10<sup>th</sup> ST (FURNACE ROAD TO THE NORTH) IS CONSTRUCTED.



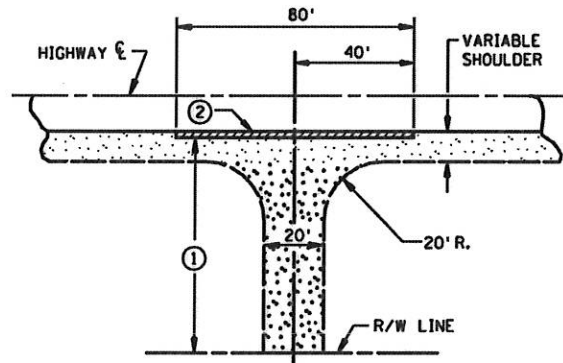
COMMERCIAL - INDUSTRIAL - FARM ENTRANCES



RURAL RESIDENTIAL ENTRANCE

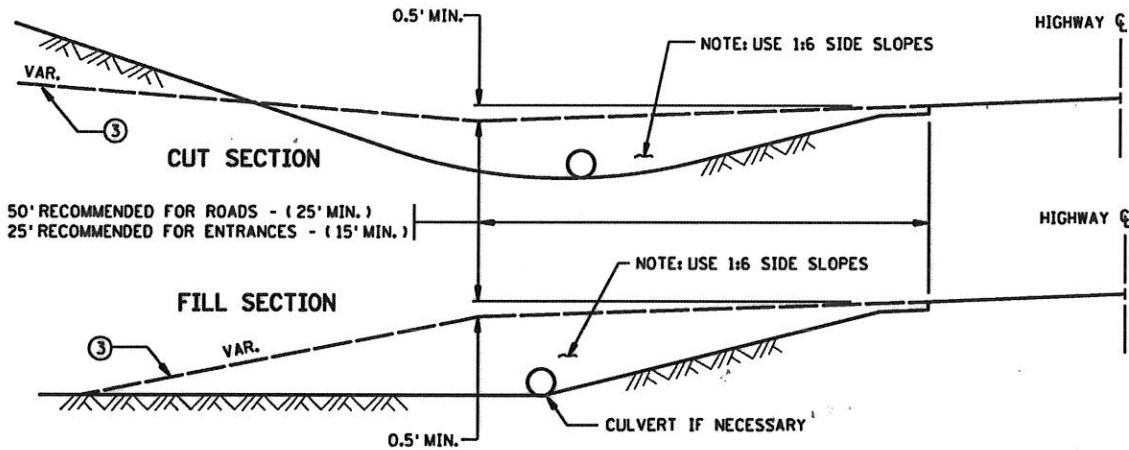


LOW VOLUME ROAD



FIELD ENTRANCES

- ① SURFACING TO MATCH EXISTING CONDITIONS. WHERE THERE IS NO SURFACING, PLACE GRAVEL BEYOND BITUMINOUS SURFACING TO R/W LINE.
- ② PLACE 2 FT. WIDE BITUMINOUS SURFACING AS DIRECTED BY ENGINEER.
- ③ 8% MAXIMUM COMMERCIAL; 15% MAXIMUM RESIDENTIAL.
- ④ THE USE OF PAVING SIMILAR TO COMMERCIAL ENTRANCES MAY BE APPROPRIATE FOR SOME RESIDENCES - AS SHOWN IN PLANS OR DIRECTED BY THE ENGINEER.



CROSS SECTIONS

APPROVED **SEPT. 27, 2012**

*[Signature]*  
STATE DESIGN ENGINEER

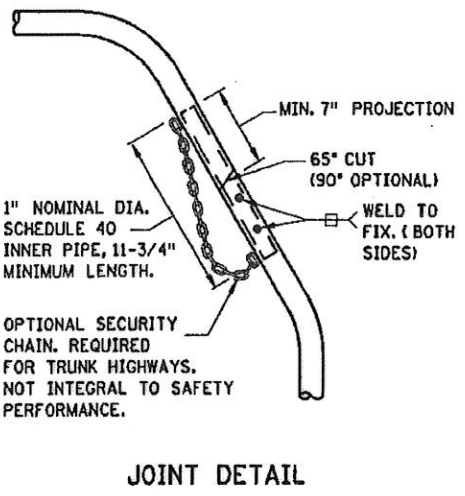
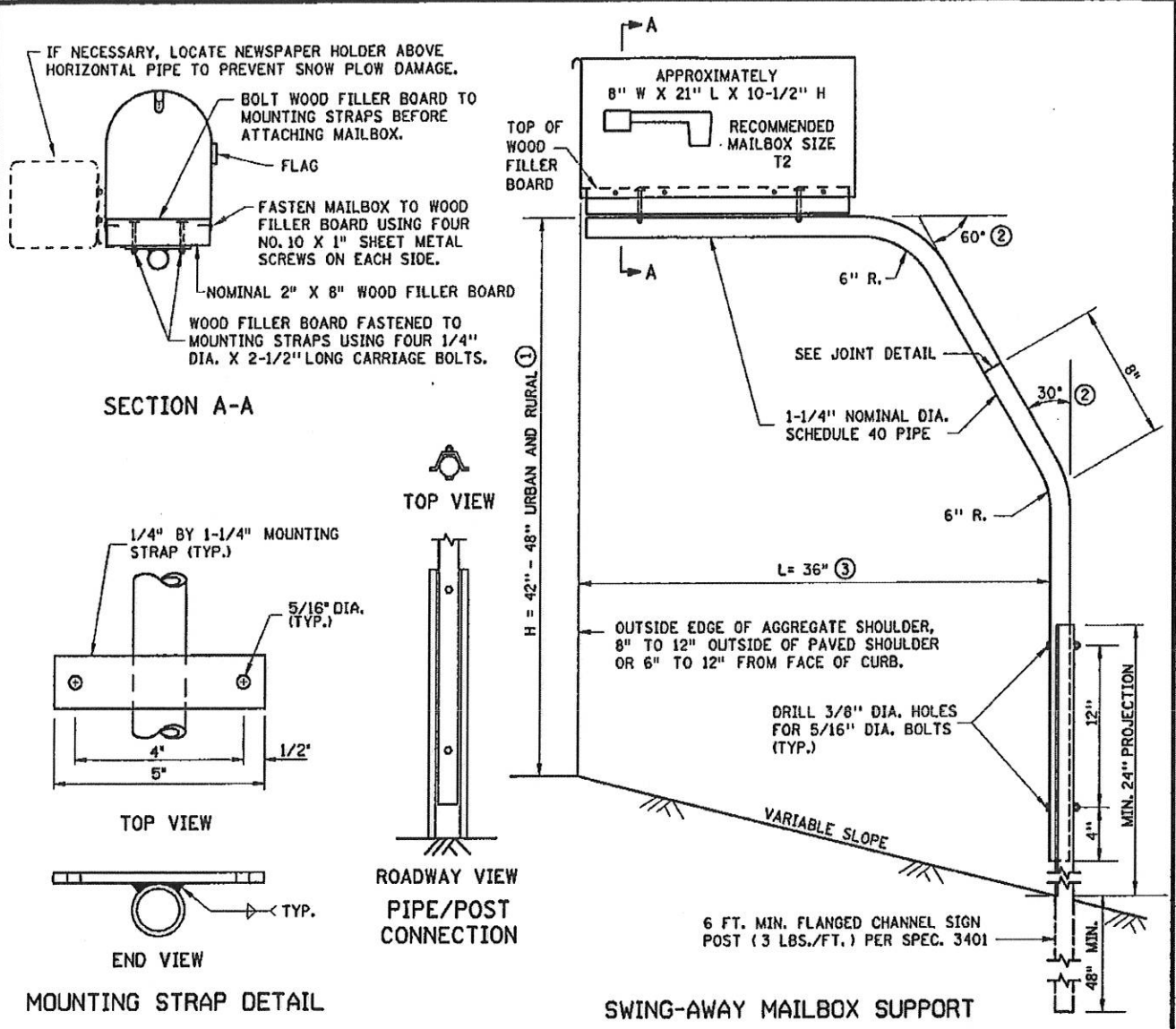
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

**APPROACHES AND ENTRANCES**  
RECOMMENDED STANDARDS

SPECIFICATION  
REFERENCE

STANDARD  
PLATE  
NO.

**9000E**



**NOTES:**

MAILBOX LOCATIONS SHOULD BE STAKED BEFORE INSTALLATION FOR PROPER HEIGHT AND DISTANCE FROM THE ROADWAY. ONCE STAKED, THE INSTALLER MUST NOTIFY THE ENGINEER AND THE POST OFFICE. THE ENGINEER AND THE POSTMASTER SHALL APPROVE THE STAKED LOCATIONS PRIOR TO FINAL INSTALLATION.

THE MINIMUM SPACING (CENTER TO CENTER) BETWEEN MULTIPLE MAILBOX SUPPORTS SHALL BE EQUAL TO THE HEIGHT OF THE MAILBOX SUPPORT.

OTHER MAILBOX SUPPORT DESIGNS MAY BE USED IF THEY SATISFY NCHRP REPORT 350 CRITERIA IN ACCORDANCE WITH FHWA ACCEPTANCE LETTER, MEET MINNESOTA RULES 8818 AND U.S. POST OFFICE RECOMMENDATIONS AND ARE IN COMPLIANCE WITH MN/DOT REQUIREMENTS WHICH MAY INCLUDE THE FOLLOWING (REQUIRED ON TRUNK HIGHWAYS):

- PIPE SHALL CONFORM TO SPEC. 3362, SCHEDULE 40 OF ASTM A53/A53M.
- ALL FASTENERS SHALL CONFORM TO SPEC. 3391.
- PIPES, POST AND OTHER STEEL COMPONENTS SHALL BE GALVANIZED PER SPEC. 3392.

THE CONTRACTOR SHALL SEND THE SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL. FOR QUESTIONS REGARDING DESIGN ELEMENTS AND BREAKAWAY FEATURES, CONTACT THE DESIGN STANDARDS UNIT.

- ① ANY CHANGE IN HEIGHT (H) MUST BE APPROVED BY LOCAL POSTMASTER.
- ② 45° BENDS MAY BE USED AS AN OPTION.
- ③ A 48" OR 53" CANTILEVER LENGTH (L) MAY BE USED AS AN OPTION FOR NON-TRUNK HIGHWAY USE.

APPROVED          JUNE 1, 2007

*M. Rakus*

STATE DESIGN ENGINEER

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

**MAILBOX SUPPORT**  
SWING-AWAY TYPE

SPECIFICATION REFERENCE

3362  
3391  
3392  
3401

STANDARD PLATE NO.

**9350A**

Filed this 6<sup>th</sup>  
day of August, 2014

404731

Certified, Filed and or Recorded on  
August 06, 2014 3:39 PM

BENTON COUNTY MINNESOTA  
MARILYN J NOVAK  
COUNTY RECORDER

County Auditor/Treas.  
Benton County, MN

By: Ch

6 - 4 - 1

By Deputy Auditor/Treas SE  
13.00015.14  
**DEVELOPMENT AGREEMENT**  
(New Life Church)

FEE AMOUNT 146.00

THIS AGREEMENT is made effective this 18 day of July, 2014, between the  
CITY OF FOLEY, a Minnesota municipal corporation (the "City"), and NEW LIFE  
CHURCH OF FOLEY, a Minnesota non-profit corporation (the "Developer").

**RECITALS:**

- A. Developer is the owner of the real property located in the City and legally described on the attached **Exhibit A** (the "Development Property").
- B. The Development Property is zoned R-1 single family residential.
- C. Developer intends to construct a church on a portion of the Development Property, which requires a conditional use permit from the City.
- D. Developer has submitted a conditional use permit application; a preliminary and final plat (the "Plat") attached as **Exhibits B and C**, respectively; and site plan (the "Site Plan") attached as **Exhibit D** all for concurrent approval by the City.
- E. The Plat includes one 6.88 acre lot (the "Church Lot") on which the church is proposed, and outlots on the remaining approximately 21.20 acres (the "Outlots").
- F. The Development Property may be developed in phases with the Outlots serving as a place holder until future final platting or re-platting.
- G. As a requirement of Developer's platting of the Development Property, and as a condition of Developer's conditional use permit, the City requires that Developer enter into this Agreement.
- H. This Agreement, unless otherwise expressly indicated, shall govern the development of the Development Property for all phases or final plats.
- I. This Agreement shall be recorded in the Office of the Recorder for Benton County.

**AGREEMENT**

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

City of Foley  
Bill \$46.00

ARTICLE 1  
RECITALS

- 1.1 RECITALS INCORPORATED. The Recitals above are incorporated as if fully set forth herein.

ARTICLE 2  
DEVELOPER'S REPRESENTATIONS

- 2.1 REPRESENTATIONS OF DEVELOPER. Developer represents and warrants to the City:
- (a) That the Developer is the owner of fee title to the Development Property and has the authority to enter into this Agreement;
  - (b) That Developer has disclosed to the City all lienholders or other parties in interest who should be joined in this Agreement and that no other person or entity shall have an interest in the Development Property prior and superior to this Agreement;
  - (c) Developer will submit and receive approval of its Preliminary and Final Plat from the County Surveyor, the Benton County Engineer, and any other governmental entity or agency required by law or this Agreement to review the Preliminary Plat prior to approval of any final plat for the Development Property;
  - (e) That the Development Property complies with all City, County, State and Federal laws and regulations, and that all future final plats must comply with said laws and regulations applicable at the time of such final plat including, but not limited to, City subdivision ordinances and zoning ordinances;
  - (f) That the Developer will record with Benton County the final plat of each development phase prior to the initiation of any work or other development activity on that portion of the Development Property;
  - (g) The Developer acknowledges that Developer is responsible for all costs incurred by it or the City in conjunction with the development of Development Property, including, but not limited to, construction of improvements, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, and all costs and expenses incurred by the City in monitoring the development and the associated improvements.

ARTICLE 3  
FUTURE APPROVALS REQUIRED

3.1 SITE PLANS. The Developer shall not undertake any development or permit any development to occur on any portion of Outlots shown on the Plat, until the Outlots are platted and the City approves site plans for that phase pursuant to the Foley City Code, and all other necessary approvals including building permits have been obtained.

ARTICLE 4  
IMPROVEMENTS

4.1 PRIVATE IMPROVEMENTS. Developer, at its sole costs, shall provide for the construction and installation of such private utilities and improvements, including, without limitation, driveways, street signage, lighting (in accordance with a plan approved by the City), curb and gutter, and sidewalks, if any, in accordance with the Site Plan or future site plans for each development phase approved by the City. These additional improvements shall be owned and maintained by Developer and shall not be dedicated to the City.

4.2 UNDERGROUND UTILITIES REQUIRED. Developer agrees that all utilities within the Development Property will be installed underground, including, without limitations, electrical, telephone, cable television and natural gas.

4.3 DEDICATION OF EASEMENTS. Developer will provide to the City, in a form acceptable to the City, any and all necessary easements and dedications to ensure that the City has the ability to construct, maintain, repair, replace or modify the sanitary sewer, water, storm sewer, roads, or sidewalks located now or in the future on the Development Property.

4.4 CSAH 43 ACCESS. The entrance to the Development Property from CSAH 43 ("Temporary Driveway") shall be temporary. Upon construction of road in the dedicated right of way as shown on the Plat, there shall be no exit from the Church Lot directly onto CSAH 43. Developer shall be responsible for the removal of the Temporary Driveway and restoration of CSAH 43. Developer shall be responsible for the construction of a permanent entrance to the Church Lot from the future dedicated road. The permanent easement shall be at least 300 feet from CSAH 43. The Developer agrees that Developer shall not seek approval from Benton County to permanently maintain the Temporary Driveway without written consent from the Foley City Council.

ARTICLE 5  
STORM WATER IMPROVEMENTS

5.1 DEVELOPER TO CONSTRUCT STORM WATER IMPROVEMENTS. Developer will, at Developer's sole cost and expense and in accord with the plans and specifications and approved drainage plan for the Development Property, as part of the Storm Water Improvements, construct and install a connection to the storm sewer pipe under CSAH 43 to the specifications of

the City Engineer. Developer acknowledges that Developer may be required to obtain written authorization from Benton County before commencing any work within the County's right-of-way for CSAH 43. All stormwater improvements shall be owned and maintained by the Developer.

ARTICLE 6  
RESPONSIBILITY FOR CITY COSTS

6.1 CITY COSTS. The Developer shall pay all costs incurred by it or the City, including, but not limited to, legal, planning, engineering, and inspection expenses, in connection with the development, review and approval of the conditional use permit; approval and acceptance of the Plat of the Development Property; the review and approval of Site Plan for the Development Property; the review and approval of any other construction plans and documents; and the preparation of this Agreement and other required agreements. Current estimated costs based upon Developer's current proposal are addressed in the Project Fee Schedule attached as Exhibit E. Additional costs may be incurred by the City. To ensure compliance with this Section 6.1, Developer shall furnish to the City an irrevocable letter of credit or such other security as is acceptable to the City in an amount determined adequate by the City, which amount shall not be less than \$10,000. This is in addition to the other security required under this Agreement. In the event the Developer fails to timely pay any and all bills submitted by the City for obligations incurred under this Agreement, the City may, in addition to other actions which may be available to the City, draw on the security posted pursuant to this Section 6.1. The amount posted as security to secure Developer's performance under this Article shall be maintained in effect until all financial obligations to the City under this Agreement have been satisfied.

6.2 ENFORCEMENT. Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and reasonable attorneys' fees.

6.3 TIME OF PAYMENT. Developer shall pay in full all bills submitted by the City for obligations incurred under this Agreement within thirty (30) days of submission to Developer. Bills not paid within thirty (30) days shall accrue interest at a rate of one and one-half percent (1.5%) per month. Failure to remit payment within thirty (30) days shall constitute a default of this Agreement.

ARTICLE 7  
BUILDING/OCCUPANCY PERMITS

7.1 ISSUANCE OF BUILDING PERMITS. The City wants to ensure that measures are taken to protect roads during their construction and to ensure that the lots are accessible by emergency vehicles during construction. Therefore, building permits will not be issued for construction on any property until Developer demonstrates that emergency vehicle access to the lot in question is feasible and that does not require the use of roads or driveways which have not been substantially completed. The City reserves the right to grant or deny such a request in its sole discretion.

7.2 OCCUPANCY PERMITS. No certificate of occupancy permit will be issued until all improvements required by this Agreement, or other rule, regulations, or ordinance have been completed that directly service or are directly related to the Church Lot.

ARTICLE 8  
PUBLIC STREETS

8.1 DAMAGE DURING CONSTRUCTION. Developer understands and acknowledges that it is responsible for all damage to or deposit of dirt and debris onto streets, sidewalks, curbs, gutters, and storm sewers that results from Development Activity on the Development Property. "Development Activity" includes grading work and the construction of any and all buildings and facilities within the Development Property. In the event the City determines, in its sole discretion, that repairs must be made, the Developer will be given ten (10) days' written notice. If the Developer fails to make the repairs within the ten (10) day time period, the City may: 1) withhold all approvals related to the Development Property; 2) withhold all approvals related to the affected area of the Development Property; 3) make the necessary repairs, the cost of which Developer agrees to reimburse to the City; or 4) draw upon Developer's security posted with the City to affect the repairs in the manner it deems expedient. Upon transfer of any lot within the Development Property, Developer shall be released from the obligations contained in this Section 8.1 to the extent the damage was not caused by the acts of Developer, its agents, or subcontractors; and the transferee shall thereafter be primarily responsible for damage to improvements on or appurtenant to the transferred lot. In the event the City is unable to determine whether responsibility lies with Developer or the lot transferee, Developer shall be responsible to the City for repair but retain its ability to recover from the lot transferee.

ARTICLE 9  
EROSION CONTROL

9.1 EROSION CONTROL AND NPDES PERMIT. Developer acknowledges that if the development of the Development Property is subject to the MPCA's Phase II Construction Permit issued pursuant to Phase II of the National Pollution Discharge Elimination System ("NPDES Permit"), the Developer shall obtain such permit prior to beginning grading or construction. Developer's compliance with the NPDES Permit and accompanying SWPPP is a term and condition of this Agreement and enforceable by the City.

ARTICLE 10  
PARK DEDICATION

10.1 PARK DEDICATION. Developer agrees to pay to the City, at the time of approval of the final plat, a total cash-in-lieu payment based upon the City's per lot fee in effect at the time of final platting for any phase in the Development. Developer may not begin any work on any phase of the Development Property until the park dedication fees are paid for that phase of the

Development Property. Current park dedication fees based upon Developer's current proposal are listed in the Project Fee Schedule attached as **Exhibit E**.

ARTICLE 11  
SEWER AND WATER CHARGES

11.1 WATER AND SEWER CONNECTION CHARGES. In addition to the other assessments and costs as set out herein, Developer will, as building permits are issued, pay water connection charges and sewer connection charges at the rates in effect at the time of issuance of that permit. Current water and sewer connection charges based upon Developer's current proposal are listed in the Project Fee Schedule attached as **Exhibit E**.

11.2 WATER AND SEWER AREA TRUNK CHARGES. In addition to the other assessments and costs set out herein, Developer will pay, at the time of each final plat of the Development Property, water and sewer trunk charges in accord with City policy in effect at the time of the approval of that final plat. Current water and sewer trunk charges based upon Developer's current proposal are listed in the Project Fee Schedule attached as **Exhibit E**.

ARTICLE 12  
EXISTING DEFERRED ASSESSMENT

12.1 EXISTING DEFERRED ASSESSMENT. Developer acknowledges existing deferred assessments on the Development Property from the Norman Avenue Project in the amount of \$104,449.61. The Developer's current proposal will result in a portion of these deferred assessments becoming payable. The assessment on the Church Lot shall become payable upon recording of the Final Plat. The assessment on the Outlots shall become payable upon final platting of the Outlots or December 31, 2030, whichever occurs first. Details of the deferred assessments are provided in the Project Fee Schedule attached as **Exhibit E**.

ARTICLE 13  
PLATTING

13.1 PLATTING. Developer must include all of the Development Property owned by Developer currently shown as Outlots, in the final plat with future phases. The Outlots are not developable until platted into lots. Sewer and water connection and trunk charges and park dedication fees will not be charged on the Outlots until platted into lots. Each future final plat must be recorded prior to the Developer initiating any development activity for that plat. In the event that any final plat is not filed with the office of the Recorder in and for Benton County within sixty (60) days of final approval, said final plat shall be void.

ARTICLE 14  
INDEMNIFICATION

14.1 INDEMNIFICATION. Anything to the contrary herein notwithstanding, the City and Council, its officers, agents, employees, and representatives shall not be liable or responsible in

any manner to the Developer, contractor or subcontractors, materialmen, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement; the approval of the Plat, Site Plan or conditional use permit; the grant by the City and its Council of any other approval related to the Development Property, including, but not limited to, approval of any grading plan, drainage plan, any future plats for the Development Property; the failure by Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Development Agreement; the failure by the Developer to pay contractors, subcontractors, laborers, or materialmen; the failure by Developer to pay for materials; the failure by Developer to obtain necessary permits and authorization to construct the work described in this Development Agreement or the Site Plan; or the City's exercise of any of its rights in the event of a default by Developer. Developer further agrees to indemnify, defend, and hold the City, its officers, engineers, agents and employees harmless from all such claims, demands, damages, actions, or causes of action, and all costs, disbursements, and expenses resulting from such claims, including reasonable attorneys' fees.

ARTICLE 15  
MISCELLANEOUS

- 15.1 STREET NAMING. Street names must be approved by the City.
- 15.2 ENFORCEMENT COSTS. The Developer will reimburse the City for legal costs and reasonable attorney's fees the City incurs in enforcing this Agreement in the event of a Default by Developer.
- 15.3 DEFAULT AND REMEDIES. If Developer fails in any way to perform or observe any covenant, condition, or obligation contained in this Agreement or any other agreement between Developer and the City relating to the Development Property, Developer agrees that the City may do any, all, or any combination of the following: (i) halt all further approvals regarding platting, improvements or issuance of building permits or occupancy permits relating to the Development Property; (ii) revoke the conditional use permit after a hearing before the City Council; (iii) seek injunctive relief; (iv) terminate this Agreement and all of the obligations contained herein without terminating Developer's obligation to reimburse the City for costs it has incurred with regard to this Agreement or the Development Property; (v) suspend any work or improvement on the Development Property by issuing a stop work order; and (vi) take any other action at law or in equity which may be available to the City. If the Developer fails to perform any obligation under this Agreement, the City shall give the Developer formal notice of the Default and the Developer shall have five (5) days to cure the default. If the Developer does not cure the default within the required period or such longer period as may be necessary if the default may not reasonably be cured within the required period, provided the Developer pursues the cure with reasonable diligence, then the City may avail itself of any remedy afforded it by law and any of the above cumulative, non-exclusive remedies. Unless written notice of a change of address or responsible individual is provided to the City, the City's notices shall be

sufficient if personally delivered or sent by certified U.S. mail, postage prepaid or by overnight mail by a national carrier such as FedEx or UPS to the following:

James VonWald  
P.O. Box 250  
Foley, MN 56329

15.4 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. If any agreement contained in this Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breaches hereunder. All waivers by the City must be in writing to be effective.

15.5 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

15.6 ASSIGNMENT. This Agreement may not be assigned by Developer except upon obtaining the express written consent of the City, which shall not be unreasonably withheld. Developer's obligations hereunder shall remain in full force and effect even if the Developer sells or otherwise transfers any portion of the Development Property.

15.7 ENTIRE AGREEMENT. This Agreement contains all of the understandings and agreements between the parties. This Agreement may not be amended, changed, or modified without the express, written consent of the parties hereto.

15.8 PRIOR AGREEMENTS. This Agreement supersedes any prior agreement with the City with respect to the Development Property.

15.9 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

15.10 GOVERNED BY MINNESOTA LAW. This Agreement shall be interpreted under the laws of the State of Minnesota and any claim arising out of this Agreement shall be venued in Benton County District Court unless another venue is agreed to by the City.

15.11 BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall run with the Development Property and will be binding on and enforceable by and against the parties, their successors, legal representatives and assigns.

15.12 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the City under this Agreement.

15.13 LEGAL REPRESENTATION. Rinke Noonan Law Firm represents the City with regard to this Agreement. Developer is hereby advised to seek independent legal advice prior to execution of this Agreement.

15.14 SEVERABILITY. In the event any provision or part of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

*[Signature pages to follow.]*

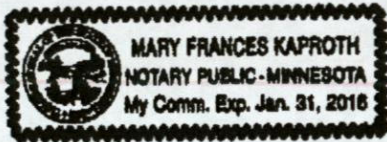


NEW LIFE CHURCH OF FOLEY

By *James VonWald*  
James VonWald  
Its President

STATE OF MINNESOTA    )  
                                  ) SS  
COUNTY OF BENTON    )

On this 18 day of July, 2014, before me, a Notary Public for this County, personally appeared James VonWald, to me personally known, who, being by me duly sworn did say that he is the President of New Life Church of Foley and that said instrument was signed on behalf of said organization and acknowledged said instrument to be the free act and deed of said organization.



*Mary Frances Kaproth*  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
RINKE NOONAN(AAR)  
300 U.S. Bank Plaza  
P.O. Box 1497  
St. Cloud, MN 56302  
(320) 251-6700

**EXHIBIT A**  
**(Legal Description of Development Property)**

State of Minnesota

Benton County

That part of the Northwest Quarter of Section 26, Township 37, Range 29, Benton County, Minnesota, described as follows:

Beginning at the Southeast corner of said Northwest Quarter, thence South 89 degrees 37 minutes 50 seconds West, assumed bearing, along the south line of said Northwest Quarter, a distance of 60.01 feet; thence North 00 degrees 51 minutes 12 seconds East, parallel with the east line of said Northwest Quarter a distance of 464.47 feet; thence South 86 degrees 44 minutes 24 seconds West, a distance of 650.69 feet; thence North 00 degrees 22 minutes 10 seconds West, a distance of 56.85 feet; thence North 80 degrees 01 minutes 56 seconds West, a distance of 152.47 feet; thence South 81 degrees 12 minutes 52 seconds West, a distance of 66.72 feet; thence South 89 degrees 37 minutes 50 seconds West, a distance of 150.59 feet; thence North 03 degrees 06 minutes 02 seconds East, a distance of 133.48 feet; thence North 65 degrees 04 minutes 03 seconds West, a distance of 130.55 feet; thence North 00 degrees 44 minutes 46 seconds East, a distance of 61.02 feet; thence North 89 degrees 15 minutes 14 seconds West, a distance of 150.00 feet; thence North 00 degrees 44 minutes 46 seconds East a distance of 650.63 feet; thence South 89 degrees 22 minutes 09 seconds East, a distance of 140.00 feet; thence North 00 degrees 44 minutes 46 seconds East, a distance of 12.13 feet; thence South 75 degrees 06 minutes 46 seconds East, a distance of 149.25 feet; thence North 65 degrees 20 minutes 44 seconds East, a distance of 89.08 feet; thence South 62 degrees 14 minutes 27 seconds East, a distance of 124.93 feet; thence North 26 degrees 03 minutes 26 seconds East, a distance of 128.04 feet; thence South 72 degrees 14 minutes 39 seconds East, a distance of 202.12 feet; thence North 26 degrees 03 minutes 26 seconds East, a distance of 189.42 feet; thence South 84 degrees 16 minutes 40 seconds East, a distance of 539.19 feet, to the east line of said Northwest Quarter; thence South 00 degrees 51 minutes 12 seconds West, along said east line, a distance of 1522.15 feet, to the point of beginning.

(Abstract Property)

EXHIBIT B  
(Preliminary Plat)

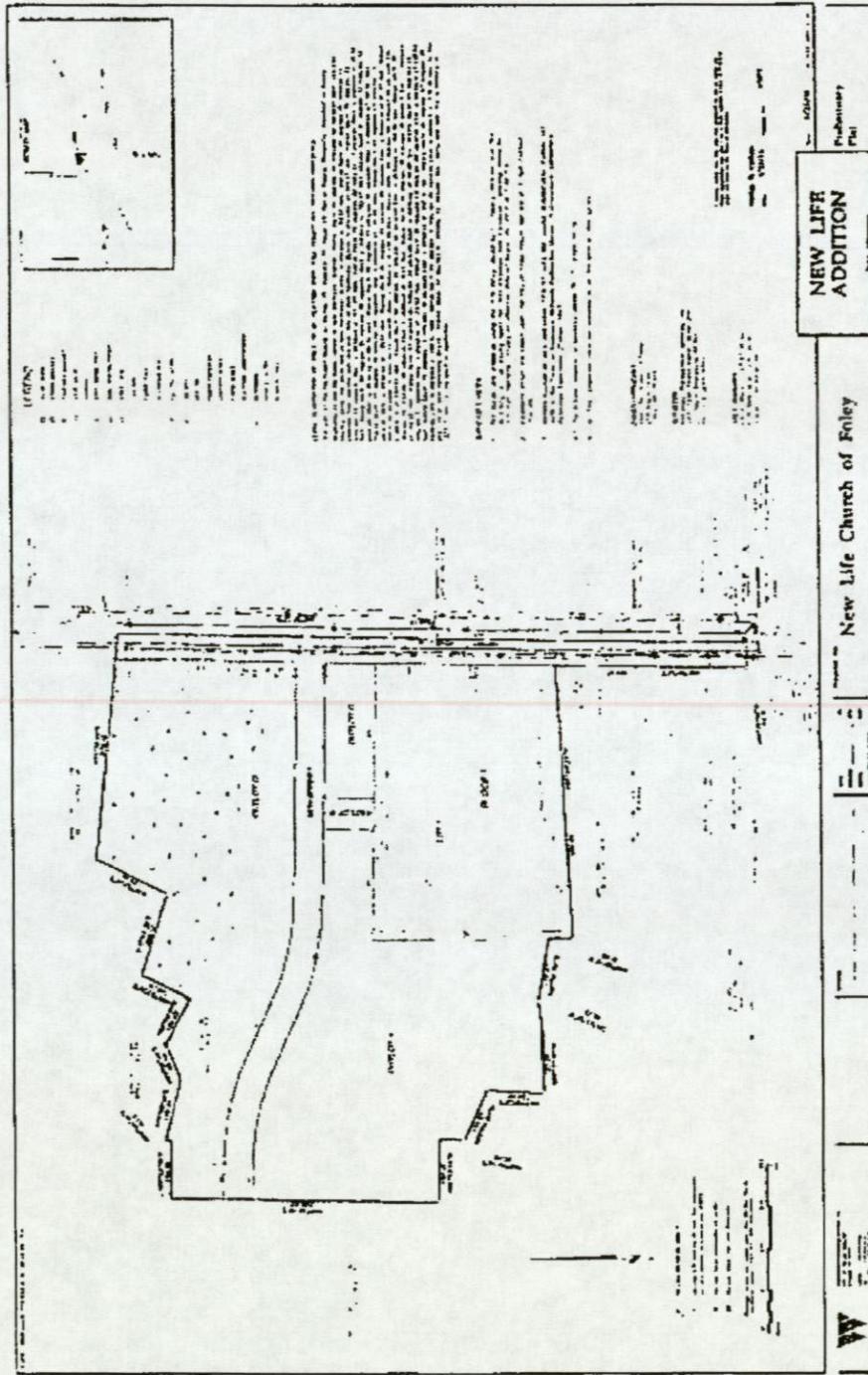
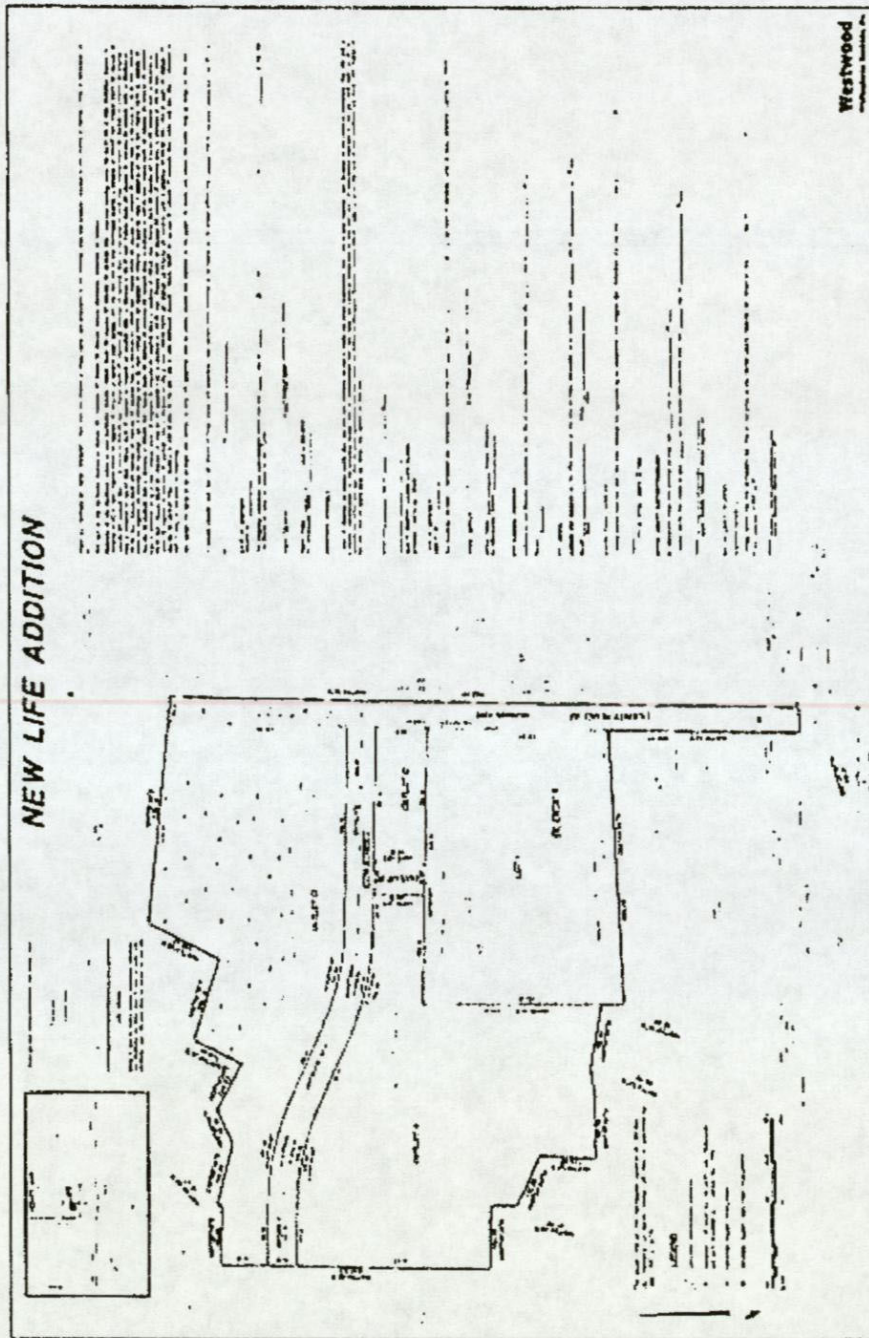


EXHIBIT C  
(Final Plat)



**EXHIBIT D**  
**(Site Plan)**

**W**

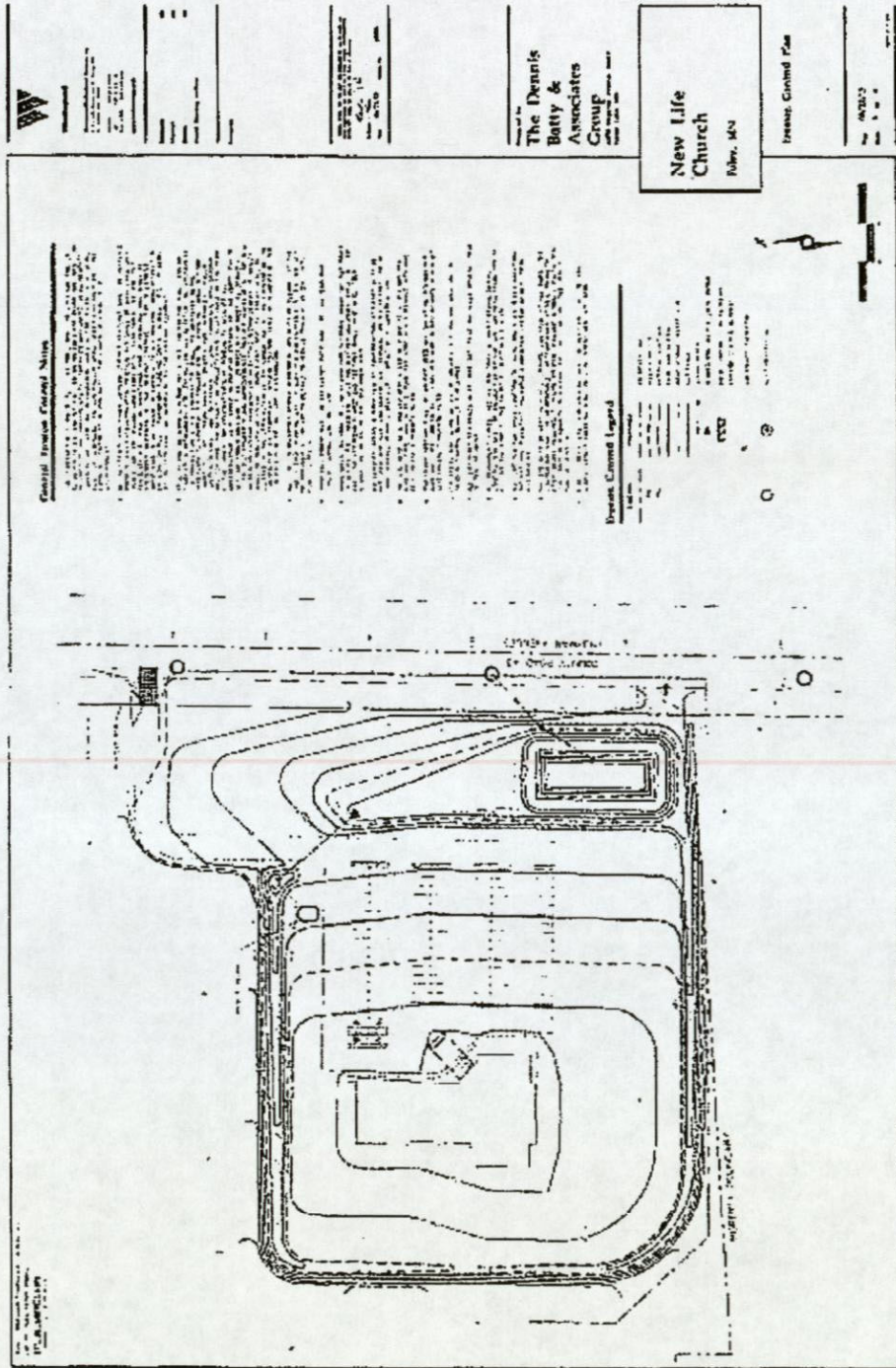
**THE DENNIS BATTY & ASSOCIATES GROUP**

**New Life Church**

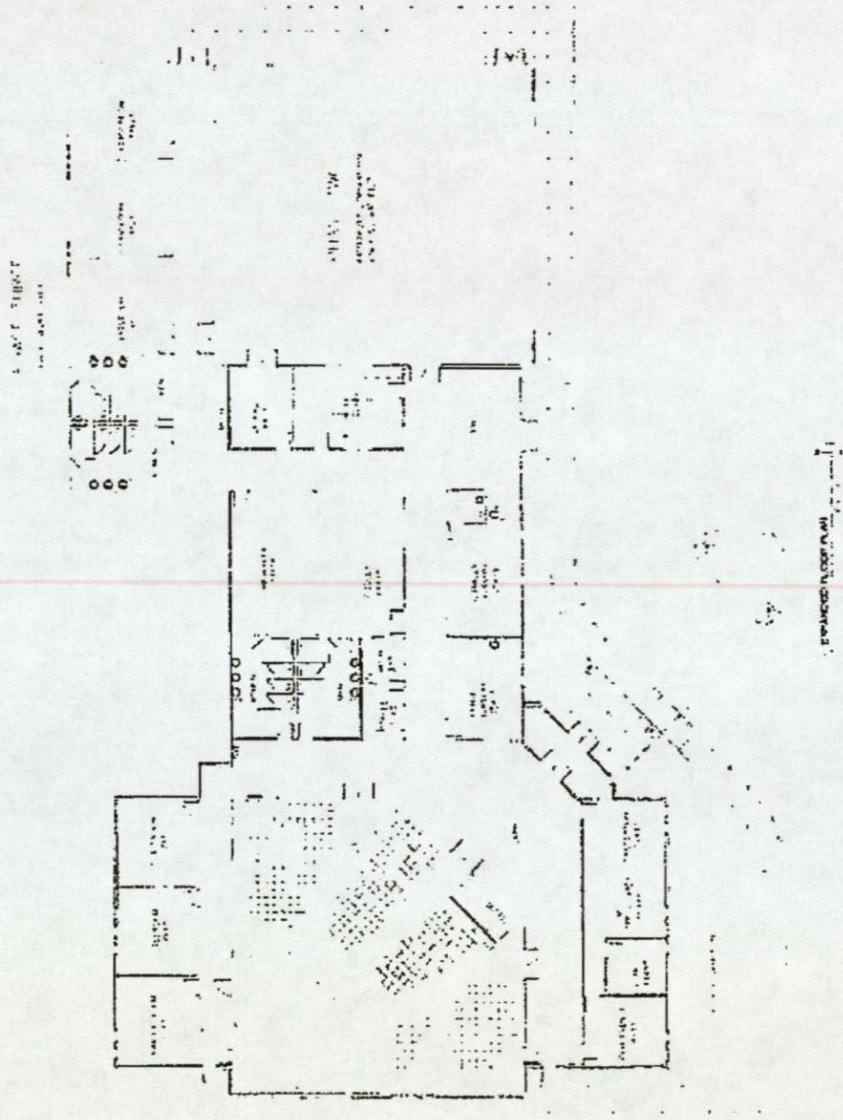
**Details**

The architectural drawings are organized into a grid of five columns and three rows. The top row contains a large section drawing on the left and a smaller section drawing on the right. The middle row contains two elevation drawings in the first two columns and a larger section drawing in the last two columns. The bottom row contains two elevation drawings in the first two columns and a larger section drawing in the last two columns. The drawings include various architectural details such as roof profiles, window placements, and structural elements.



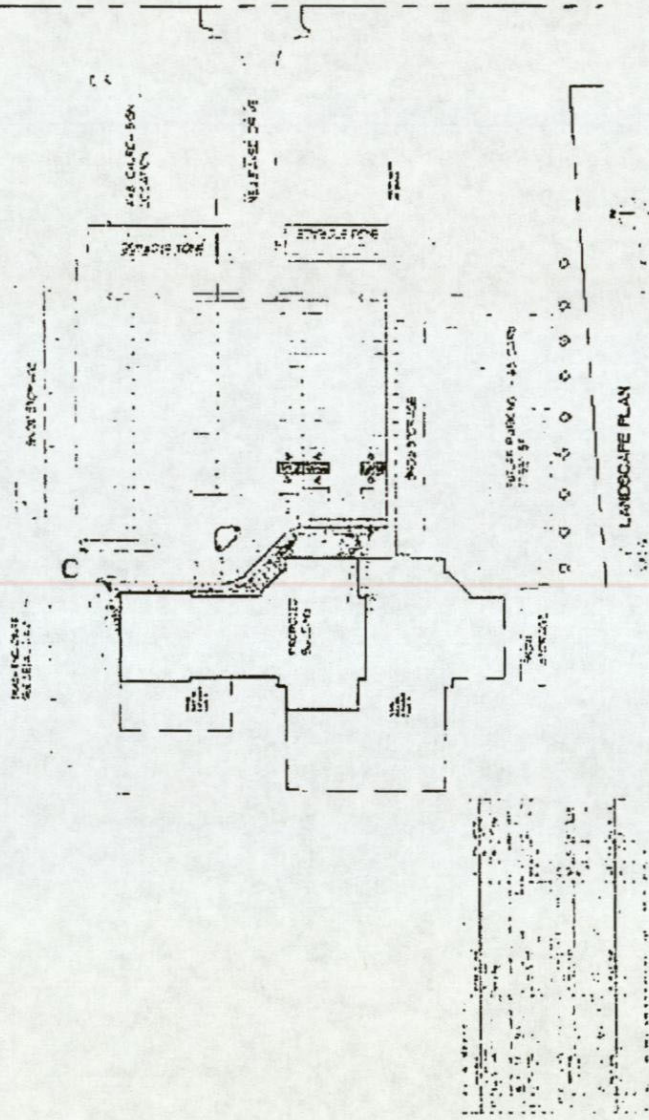



	<b>The Design-Build Institute of America</b> <small>Advancing the Design-Build Process</small>	<b>NOTES:</b> 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC). 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR MECHANICAL AND ELECTRICAL SYSTEMS. 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR STRUCTURAL STEEL CONSTRUCTION. 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR CONCRETE CONSTRUCTION. 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR PLUMBING AND MECHANICAL SYSTEMS. 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR ELECTRICAL SYSTEMS. 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR SAFETY AND HEALTH. 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR ENVIRONMENTAL QUALITY. 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR ACCESSIBILITY. 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR SUSTAINABLE DESIGN.	<b>PRELIMINARY NOT FOR CONSTRUCTION</b> <small>DATE: 01/15/10</small>	<b>EXPANDED FLOOR PLAN</b>	<b>A2.1</b>
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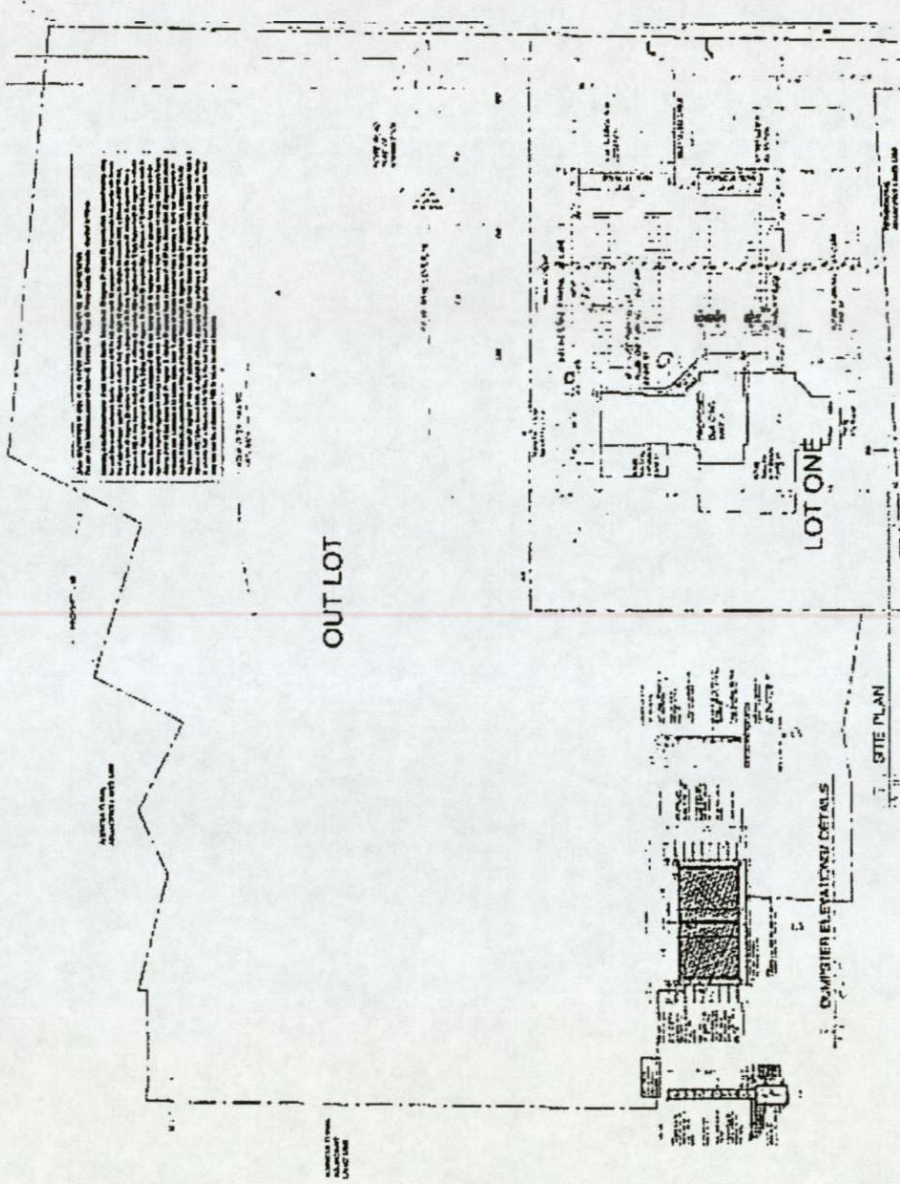


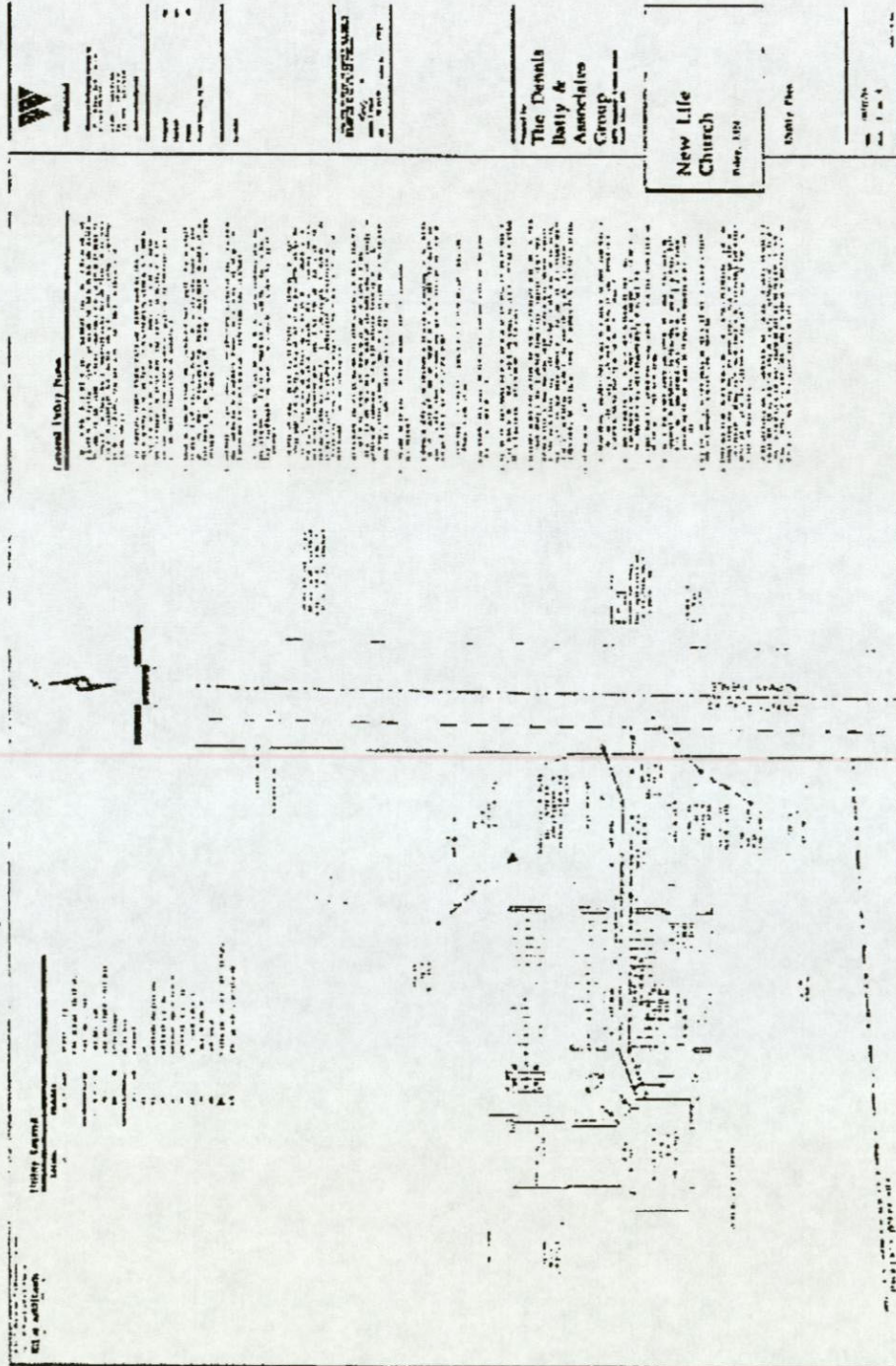


<p><b>The Daniels Group</b>          An American Group          10000 Wilshire Blvd., Suite 1000          Los Angeles, CA 90024          Tel: 310.206.1000          Fax: 310.206.1001          www.danielsgroup.com</p>	<p><b>PROJECT:</b>          UNIVERSITY OF CALIFORNIA          1000 UNIVERSITY AVENUE          BERKELEY, CA 94720</p>	<p><b>C.U.P.</b>          LANDSCAPE          PLAN</p>	<p><b>LA1.0</b></p>
	<p><b>DATE:</b>          01/15/03</p>		



	<p><b>The Frank Rupp &amp; Associates Group</b>          Architects &amp; Engineers          1000 North 1st Street          Suite 100          Milwaukee, WI 53233          Phone: 414.224.1100          Fax: 414.224.1101          www.frankrupp.com</p>	<p>DATE: 08/14/2014          PROJECT: 14-00000000          SHEET: 14-00000000-01          SCALE: AS SHOWN</p>	<p>C.U.P.          SITE PLAN</p>	<p>A1.0</p>
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**EXHIBIT E**  
**(Project Fee Schedule)**

**Sewer Access Charge**

Calculation: 6.88 acres x \$4,810/acres \$0

Outlots due according to ordinances at platting and/or when a building permit is issued.

**Water Access Charge**

Calculation: 6.88 acres x \$2,520/acres \$0

Outlots due according to ordinances at platting and/or when a building permit is issued.

**Water Trunk Charge**

Calculation: 6.88 acres x \$5,220/acres \$0

Outlots due according to ordinances at platting and/or when a building permit is issued.

**Sewer Trunk Charge**

Calculation: 6.88 acres x \$2520/acres \$0

Outlots due according to ordinances at platting and/or when a building permit is issued.

**Deferred Assessment**

Total Amount (allocated on 10/7/08): \$104,449.61

Rate: 5.6%

Term: the lesser of 10 years or December 31, 2030.

-Church Lot (6.88 acres/27.92 total acres) \$25,738.29

-Outlots (21.04 acres/27.92 total acres) \$78,711.31

**Park Dedication Fees**

\$1,000

**Building Permit**

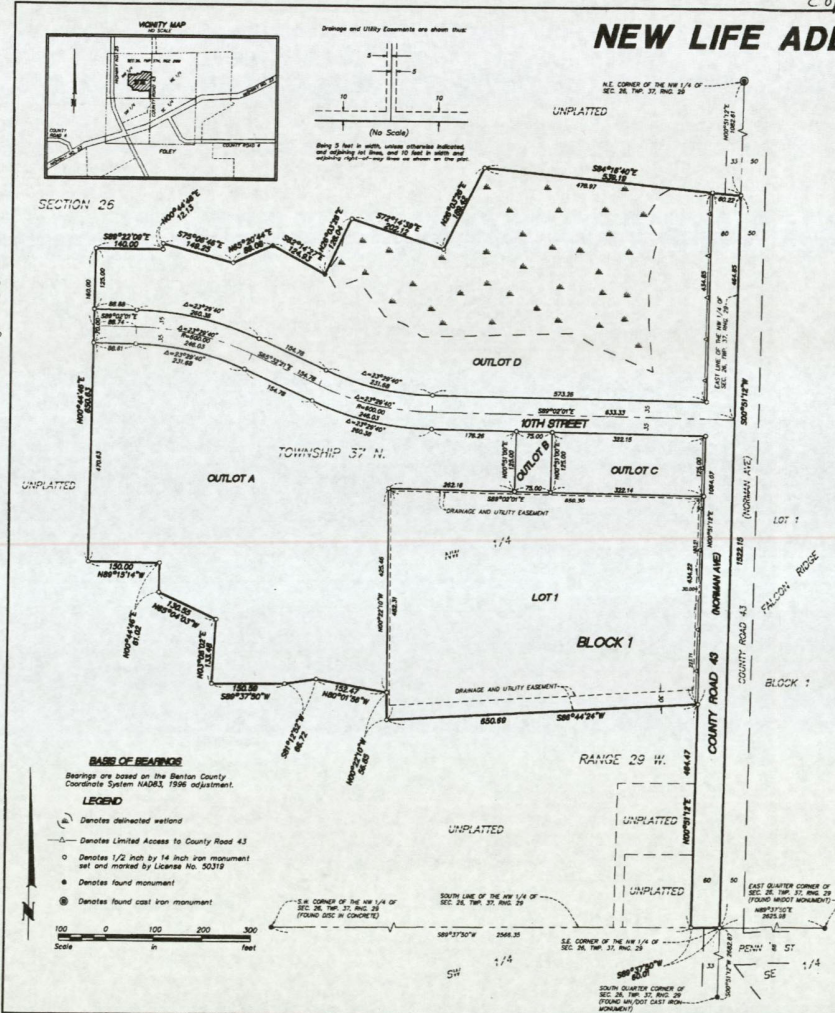
\$ TBD

**Consultant Costs as of 6/17/14**

\$11,750

copy

# NEW LIFE ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: That New Life Church of Falco, owner and proprietor of the following described property situated in the County of Benton, State of Minnesota, to wit:

That part of the Northwest Quarter of Section 26, Township 37, Range 29, Benton County, Minnesota, described as follows:

Beginning at the Southeast corner of said Northwest Quarter, thence South 88 degrees 27 minutes 00 seconds West, 1000.00 feet, to the south line of said Northwest Quarter, a distance of 85.07 feet; thence North 09 degrees 21 minutes 12 seconds East, parallel with the east line of said Northwest Quarter, a distance of 406.47 feet; thence South 86 degrees 04 minutes 34 seconds West, a distance of 850.89 feet; thence North 00 degrees 22 minutes 10 seconds East, a distance of 18.20 feet; thence North 80 degrees 01 minute 28 seconds West, a distance of 122.84 feet; thence South 09 degrees 12 minutes 22 seconds West, a distance of 86.72 feet; thence South 89 degrees 27 minutes 20 seconds West, a distance of 150.59 feet; thence North 53 degrees 29 minutes 22 seconds East, a distance of 234.88 feet; thence North 89 degrees 24 minutes 24 seconds West, a distance of 138.15 feet; thence North 00 degrees 44 minutes 48 seconds East, a distance of 67.02 feet; thence North 88 degrees 18 minutes 14 seconds West, a distance of 120.00 feet; thence North 00 degrees 44 minutes 48 seconds East, a distance of 650.63 feet; thence South 88 degrees 22 minutes 20 seconds East, a distance of 163.00 feet; thence North 00 degrees 44 minutes 48 seconds East, a distance of 123.10 feet; thence South 70 degrees 02 minutes 02 seconds East, a distance of 80.00 feet; thence North 88 degrees 20 minutes 20 seconds West, a distance of 88.00 feet; thence South 82 degrees 14 minutes 27 seconds East, a distance of 224.63 feet; thence South 72 degrees 18 minutes 20 seconds East, a distance of 10.00 feet; thence North 00 degrees 44 minutes 48 seconds East, a distance of 262.12 feet; thence North 28 degrees 02 minutes 28 seconds East, along said east line, a distance of 1322.15 feet, to the point of beginning.

This section of the same is to be surveyed and platted as NEW LIFE ADDITION and shown hereby, shown and dedicated to the County of Benton for public use hereunder County Road No. 43 as shown on this plat and the right to have access to said County Road 43 and also hereby shown and dedicated to the public for public use hereunder this plat hereunder and easements as shown on a plat hereunder signed by New Life Church of Falco, owner and proprietor, has caused these presents to be signed by its proper officer this 20th day of August, 2014.

By: [Signature] Secretary/ Clerk

STATE OF MINNESOTA  
COUNTY OF BENTON

The foregoing instrument was acknowledged before me this 20th day of August, 2014, by Scott Johnson, Bishop, Chair of the New Life Church of Falco, and Catherine E. Peete, Secretary/ Clerk.

My Commission Expires: 1-31-2015

STATE OF MINNESOTA  
COUNTY OF BENTON

My Commission Expires: 1-31-2015

Dated this 20th day of August, 2014.

[Signature]  
Surveyor

STATE OF MINNESOTA  
COUNTY OF BENTON

This instrument was acknowledged before me this 20th day of August, 2014, by Terry I. Silva, Land Surveyor, Minnesota License No. 92378.

[Signature] Terry I. Silva, Land Surveyor  
My Commission Expires: Jan. 31, 2015

CITY PLANNING COMMISSION

Approved by the Planning Commission of the City of Falco, Minnesota, at a meeting held this 18th day of June, 2014.

[Signature]  
City Planner

BENTON COUNTY SURVEYOR

I hereby certify that this plat has been checked and approved as to compliance with Chapter 302, Minnesota Statutes this 17th day of September, 2014.

[Signature]  
Surveyor

BENTON COUNTY ENGINEER

This plat was recommended for approval this 2nd day of September, 2014.

[Signature]  
Engineer

BENTON COUNTY AUDITOR/PRESIDENT

I hereby certify that this instrument was filed in the office of the Benton County Recorder for record on this 2nd day of September, 2014.

[Signature]  
County Auditor/President, Benton County, MN

BENTON COUNTY RECORDER

Instrument Number: 163401

I hereby certify that this instrument was filed in the office of the Benton County Recorder for record on this 2nd day of September, 2014.

[Signature]  
County Recorder, Benton County, MN

**Westwood**  
Professional Services, Inc.

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

**RESOLUTION 2026-17**

**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 a subsidized market price 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**, the City intends to require the builders to pass along the reduced lot price to the end homeowners;

**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 lots be sold to licensed home builders who will 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, requirement that reduced lot prices are passed to final homeowner/occupant 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, park fees and meter charge 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 of interested licensed builders. 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, meter fee and building permit fees.
10. Builders must sign a development agreement ensuring reduced lot prices will be passed along to the end homeowner/occupant and will be required to provide proof upon sale.
11. 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 2<sup>nd</sup> day of June, 2026.

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Brandon Voit, Mayor

ATTEST:

---

Sarah Brunn, Administrator

## DEVELOPMENT AGREEMENT

### City of Foley – South Fairway Estates

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into effective as of \_\_\_\_\_, 2026, by and between the City of Foley, Minnesota, a Minnesota municipal corporation (“City”), and \_\_\_\_\_ (“Builder”).

**1. Purpose.** The City owns certain residential lots within the plat known as South Fairway Estates (“Subdivision”) and desires to encourage construction of owner-occupied, single-family housing within the City.

The City is willing to sell certain lots within the Subdivision to Builder at reduced or subsidized prices in order to promote residential development and affordability within the City, provided that the benefit of the reduced lot pricing is passed through to the ultimate homeowner.

Builder desires to purchase one or more lots from the City for the purpose of constructing single-family residential dwellings for resale to homeowners.

**2. Sale of Lots.** The City agrees to sell to Builder the following lot(s) within South Fairway Estates:

- Lot \_\_\_\_, Block \_\_\_\_
- Lot \_\_\_\_, Block \_\_\_\_

The purchase price for each lot shall be \$\_\_\_\_\_ (“Subsidized Lot Price”).

The parties acknowledge and agree that the Subsidized Lot Price is below the market value otherwise obtainable by the City and is being provided solely to facilitate construction of affordable owner-occupied housing within the City.

**3. Required Pass-Through of Subsidy.** Builder agrees that the reduced purchase price for the lot(s) shall be fully passed through to the ultimate homeowner and shall not be retained by Builder through excessive pricing, lot markups, inflated allowances, side agreements, rebates, or similar arrangements.

Builder shall construct and market homes in a manner consistent with the City’s purpose of promoting reasonably affordable owner-occupied housing within the Subdivision and in compliance with the Minnesota Building Code and Foley Zoning Ordinance.

**4. Maximum Sale Price.** The total sale price charged to the homeowner for the lot shall not exceed the Builder’s actual acquisition cost for the lot paid to the City. The City requires Builder to provide documentation reasonably necessary to verify compliance with this Section.

**5. Disclosure of Costs and Sales Documents.** Prior to closing with the homeowner, Builder shall provide the City with:

- A. a copy of the proposed purchase agreement with the homeowner;
- B. breakdown of estimated construction costs;
- C. the proposed total sale price; and

- D. a certification that the subsidy has been passed through to the homeowner as required under this Agreement.

Following closing, Builder shall provide a copy of the final settlement statement or closing disclosure upon request of the City. The City shall treat proprietary cost information as nonpublic data to the extent permitted under Minnesota law.

**6. Owner-Occupancy Requirement.** Builder shall market and sell homes constructed on the lots solely for owner-occupied, single-family residential use and not for speculative or rental purposes at the initial sale unless otherwise approved by the City Council.

**7. Construction Requirement.** Builder shall substantially complete construction of a single-family residential dwelling on each lot within two (2) years after acquisition of the lot from the City. Failure to timely complete construction shall constitute a material default under this Agreement.

**8. Subsidy Recapture.** If the City determines that Builder failed to pass through the subsidy provided by the City as required under this Agreement, Builder shall, upon written demand by the City:

- A. repay to the City the amount of the improperly retained subsidy;
- B. reimburse the City for reasonable attorney's fees and administrative costs incurred in enforcing this Agreement; and
- C. become ineligible to purchase additional subsidized lots from the City.

The remedies contained in this Section are cumulative and in addition to any other remedies available at law or equity.

**9. Default.** Any violation of Sections 3 through 8 of this Agreement shall constitute a material default under this Agreement.

Upon default, the City may:

- A. declare Builder ineligible for future lot purchases from the City;
- B. pursue repayment of subsidies;
- C. pursue injunctive relief, specific performance, or other equitable remedies; and
- D. pursue any other remedies available at law or equity.

**10. Assignment.** Builder may not assign this Agreement without prior written approval of the City.

**11. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior negotiations and discussions.

**12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**CITY OF FOLEY**

By: \_\_\_\_\_  
Brandon Voit, Mayor

By: \_\_\_\_\_  
Sarah Brunn, City Administrator

**BUILDER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## 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>

## 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.

(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:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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](mailto: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**

**TO:** FOLEY CITY COUNCIL  
**FROM:** SARAH BRUNN, CITY ADMINISTRATOR  
**SUBJECT:** 05-05-26 –COUNCIL MEETING  
**DATE:** APRIL 29, 2026

---

### **Consent Agenda**

The street closures are the standard we do for Foley Fun Days.

I have also included the annual “not waiving” of the statutory insurance limits for the city insurance renewal.

An estimate for a new city server is in your council packet. This has been budgeted in the CIP and desperately needed. We have had multiple days without email and a growing number of firewall/security issues because our current server and software is no longer supported. Multiple quotes are not needed because this is a professional service and specialized build for our needs. Shift Technologies currently handles all our IT and will build, install and migrate data to complete this project. We hope to have it all up and running by July/August.

### **Benton Economic Partnership – CEE Agreements**

Amanda Othoudt will be at the meeting to summarize these agreements and answer any questions you have. We are using CEE as our provider for the Tier II housing grant we received from the State of Minnesota for housing rehabs in the city.

### **Benton County – Minor Subdivision**

No public hearing is required for this action. Planning did recommend approval with conditions that are outlined in the resolution.

### **Duane Foss Variance**

Following a public hearing, the council can act on approving this request by adopting the resolution. Planning did recommend approval -a list of findings has also been included in the resolution. The resolution also details the request.

### **Liquor License Renewals – Public Hearing**

This year’s renewals went very smooth and after backgrounds and verifications of taxes being paid we are recommending approval of the entire list following the public hearing. I do not include the full liquor applications in the packet because they contain private information. If council has any questions or wants to review the original applications, please reach out to City Hall.

### **Wastewater Regionalization Update**

Jared Voge will be at the meeting to provide an update on the project and can answer any questions you have on the forcemain or decommissioning of Birch ponds.

### **Tobacco Licenses**

These are presented in the listing on the agenda. A simple motion is needed to approve. All these applicants have passed background checks.

### **2025 Audit Presentation**

Ashley Meagher from Schlenner & Wenner will be at the meeting to present the audit report. Hard copies will be provided at the meeting so we will only be including the digital copies prior.

### **Purchase of Utility Locator**

Mark is presenting a quote on a utility locator that is needed for the forcemain. He spent a lot of time evaluating the options and can explain in more detail at the council meeting what this is needed for.

### **South Fairway Estates Lot Sales**

I have provided some additional updates to the resolution related to the lots sales in South Fairway Estates. We have also added one more agreement as it relates to the subsidized lot price. This development agreement will require the builder to pass on those savings to the final owner of the new home. The council should adopt the resolution and also motion to approve the other documents that staff will execute with sales of the lots.

### **Dombrovski Tank/Expansion Request**

No application was received by the May 22<sup>nd</sup> deadline. We will continue to hold until one is received.

### **Upcoming Reminders**

June 2, 2026 – Council Meeting

June 3, 2026 – Pool Opens

June 8, 2026 – Planning Commission (tentative)

June 10, 2026 – Big Splash @ 5pm

June 12 – 17, 2026 – Foley Fun Days

June 19, 2026 – City Offices Closed – Juneteenth

July 7, 2026 – Council Meeting