



City Council – Meeting Agenda
September 1, 2026– 5:30 P.M. – Foley City Hall - REVISED

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
 - Approve minutes of August 4, 2026.
 - Approve minutes of August 18, 2026.
 - Approve change of date for Oktoberfest liquor license from September 19th to October 3rd.
 - Approve hiring of firefighter Brock Lardy, contingent upon physical and background.
 - Approve payment of bills.
5. Mayor's Comments and Open Forum
 - Time Capsule Sealing and Presentation
6. Public Hearing – Bill Bronder – Rezoning and Minor Subdivision
 - Adopt Resolution #2026-24
7. Foley Fire Relief – Bryan Moshier
8. Request to use city property for private event in Gilmanton Township on September 26th.
9. Department Reports:
 - Police Department –Katie McMillin
 - Consider purchase of encrypted police radios (1st phase).
 - City Engineer – Jarod Griffith
 - Consider Change Order #2 – South Fairway Estates
 - Consider Pay Application #2 – South Fairway Estates
 - Consider Pay Application #1 – 2026 Lead Service Lines – Triple E
 - Consider 2025 LSL Construction Services Agreement (additional engineering).
 - Update on 5th/Main resurfacing w/ county government center project.
 - Public Works/Fire – Mark Pappenfus
 - Consider purchase of Ferguson Meter Gateway for South Foley.
 - Consider purchase of Kubota for public works.
 - Discuss/Approve amendment to fire contracts for 2027.
 - Administration – Sarah Brunn
 - Update on water funding and capital projects.
 - Consider & Approve Loan Servicing Agreements with CEE (Tier II Housing Grant)
 - Discussion on deduct meters for sprinklers.
 - 2027 Fee Schedule – any other items?
 - 2027 Council Meeting Calendar
 - ***Consider & Approve Herbst 2nd Half Contact for Deed.***



City Council – Meeting Agenda
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10. Old Business
 - 2027 Budget Update/Discussion
 - Consider & Approve Resolution 2026-23 Proposed Tax Levy 2027
11. New Business
12. Adjourn
13. Council Workshop

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – August 4, 2026

The Foley City Council held its regular meeting at 5:30 p.m. on August 4, 2026, at Foley City Hall.

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

Members Absent: None

The pledge of allegiance was recited.

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

Motion carried, unanimous.

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

Motion carried, unanimous.

Key Topics

- The agenda and consent agenda were both approved via motions, seconds, and affirmative votes without noted opposition or additional discussion.
- The mayor's comments and open forum had no items, aside from brief council introductions prompted by Deb Mathiowetz.
- Council member terms and introductions
 - Deb Mathiowetz stated she will end her council service at the end of the year, concluding a four-year term.
 - Mayor Brandon Voit noted he is nearing the end of his two-year term and previously served two years on council.
 - Gary Swanson stated his term is up and he is running again for City Council; he has served "eight, ten, twelve years."
 - Katie McMillin referenced "Stephanie Lloyd" as a city council member halfway through a two-year term.
 - Jeff Gondeck stated he has been on the council for ten years.

Legislative update from Coalition of Greater Minnesota Cities

- CGMC represents approximately 100 cities outside the seven-county metro and focuses on issues such as LGA, bonding, transportation, water/wastewater, labor, housing, and EMS.

- Session recap and budget context

- Divided government: House “sixty seven sixty seven”; Senate has a one-seat Democratic majority.

- Major topics included guns and school safety, fraud measures, HCMC rescue package, and passage of a bonding bill.

- Forecast noted a prior “six billion dollar deficit” in February of “twenty twenty five” and improved structural imbalance in fiscal years “twenty eight twenty nine.”

- There was a proposal to cut LGA in “twenty five” but not in “twenty six”; focus shifted to bonding and policy rather than new spending programs.

- Bonding bill outcomes

- Public Facilities Authority (PFA) received over “four hundred million,” significantly above the governor’s proposed “ninety nine million” for PFA.

- Local transportation funding included “twenty five million” for local bridges and “forty seven million” for local roads.

- Overall bonding bill totaled “one point two four billion,” within borrowing guidelines.

- Lead service line replacement

- EPA mandates full removal by “twenty thirty seven.”

- Previously received “two hundred and forty million” in “twenty twenty three”; estimated total need is approximately “one point five billion.”

- The request for “two hundred and fifty million” this year resulted in only “fifteen million,” risking the “twenty twenty seven” construction season due to insufficient funding.

- CGMC plans to pursue an ongoing funding source beyond annual bonding bills; an inventory map link is available (U of M partnership mentioned).

- Housing and zoning preemption proposals

- Successive statewide proposals (“missing middle,” “Yes to Homes,” “Starter Home Act”) would preempt local standards and require ADUs, upzoning, and reduced minimum lot sizes.

- Requirements vary by city size thresholds (“under five thousand,” “over five thousand,” “over ten thousand”), including allowing up to four units in portions of single-family areas and mixed-use in commercial zones, plus changes to parking minimums.

- CGMC, Metro Cities, and the Municipal Legislative Commission opposed; the House committee defeated the proposal and there was no Senate hearing.

- CGMC contends state zoning preemption is not a silver bullet for housing; they will continue to fight similar proposals.

- Elections and CGMC engagement

- Primary is “a week from today”; all legislative seats are on the ballot; governor’s race open; Amy Klobuchar is running; all of Congress is up; a Senate seat has a competitive Democratic primary.

- CGMC will distribute candidate packets and engage candidates; next session starts “January 14th” next year.

- CGMC events: fall conference in November, legislative action day, and next summer conference in Owatonna (date TBD).

- Local housing concerns and follow-up

- Deb Mathiowetz emphasized the lack of senior and low-income housing in small towns, with seniors having “no place to go,” and cited individuals living on “\$7,000 a year.”

- CGMC suggested exploring housing infrastructure bonds, housing redevelopment authorities, and workforce-related development constraints; offered to connect with a housing specialist who worked with Cannon Falls.

- CGMC committed to follow up with Deb via email and provide contacts and resources before year-end.

Department Reports

Police Department

- Calls for service totaled “four hundred and forty three.”

- Traffic enforcement increased due to more people heading north; accidents are up accordingly.
- Fireworks complaints were noted under disturbing the peace; agency assists increased, with mutual aid between city and county on serious calls.
- School starts “September eighth”; police expect to be busy at school.
- Traffic stops involved both speeding and stop sign violations.
- E-bike rules: e-bike and electric bike are the same; individuals “fifteen and under” cannot be on electric bikes or scooters; operators must follow traffic laws (stop signs, right side of the road); police have been stopping violators. A Facebook post from the department explains the rules.

City Engineer

- 2025 Northside Improvements Project - Pay Application #11
- The council reviewed pay application #11, which requested \$211,848.03.
- This payment brings the total project work certified to date to \$5,114,275.86, representing 101.67% of the project. The payment primarily serves to reduce the project retainage from 5% down to 1%.
- A retainage of \$51,000 is still being held because some punch list items, such as seeding issues and paver installation on Third Avenue, are not yet complete.
- The punch list is expected to be finished within the next couple of months, with project closeout paperwork and the final pay application anticipated around October or November.

Motion by Lloyd, seconded by Mathiowetz, to approve pay application #11 for \$211,848.03.

Motion carried, unanimous.

- The council approved the motion for pay application #11.
- 2025 Lead Service Project - Pay Application #6
- A revised pay application #6 was presented for the 2025 lead service project. The revision increased the retainage from 1% back to 5% without changing the value of the construction work.

- The requested payment amount is \$23,399.99, bringing the total work certified to \$278,886.50, or 77.19% of the project. A 5% retainage of \$13,944 is being held.

- The council expressed appreciation for the increased retainage to ensure project completion.

Motion by Voit, seconded by Lloyd, to approve revised pay application #6 for \$23,399.99.

Motion carried, unanimous.

- The motion to approve the revised pay application was passed.

- Construction project updates

- 2026 Lead Service Project

- Work began this week but started slower than anticipated, with two services completed since Monday. The team is working through initial issues and is expected to ramp up production soon.

- While the project might not meet the substantial completion date of September 4th, it is expected to meet the final completion date in the first week of October.

- It was noted that the contractor has excellent communication with residents, which is important as the work is performed entirely on private property.

- 2026 South Fairway Estates Project

- Open cutting for a trunk sanitary sewer began last week but was halted due to challenging soil stability.

- A different shoring system has been brought on-site to protect a parallel force main during the installation of a 32-foot deep sanitary sewer.

- Despite the delay, the project is still expected to complete all planned activities for the year.

Public Works

- Fifth Avenue Overlay

- The city met with the county to discuss a potential overlay for Fifth Avenue. Pricing is currently being gathered to finalize the budget before committing.

- This project originated from the school and county's discussions about adding a parking lot near Fifth and Main. The goal is to complete the overlay this year to align with the new building's occupancy early next year.

- Deduct Meters for Public Buildings

- A request was made for deduct meters for sprinklers on public buildings. These meters would track water usage that does not enter the sewer system, similar to residential summer programs.

- The council was notified that this will be a future discussion item, with the understanding that if approved, the cost would be 100% borne by the building owner.

Motion by Mathiowetz, seconded by Lloyd, to adjourn.

Motion carried, unanimous.

Meeting adjourned at 5:48 p.m.



Sarah A. Brunn, Administrator
(Minutes By: Sara Judson Brown, using AI recording device)

CITY OF FOLEY, MINNESOTA
CITY COUNCIL MEETING – BUDGET WORKSHOP – August 18, 2026

The Foley City Council held its regular meeting at 5:30 p.m. on August 18, 2026, at Foley City Hall.

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

Members Absent: None

- The council voted to amend the meeting agenda, moving the discussion of South Fairway utilities from "Other Business" to a new item (4A) before the 2027 budget discussion.

Motion by Lloyd, seconded by Swanson, to amend the agenda to move the South Fairway Estates Utilities discussion to prior to the budget discussion.

Motion carried, unanimous.

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

Motion carried, unanimous.

South Fairway Estates Utilities

- A change order (Change Order 2) was presented to extend a utility line by an additional 144 feet.

- This work is necessary to avoid future conflicts with new property owners and to prevent disturbing the area again during a potential Phase 2 of the project.

- Performing the work now is considered more cost-effective, as the contractor has the necessary equipment, including a specialized slider safety box, on-site.

- The total cost for this change order is \$44,000.

- These funds will be covered by the existing project contingency, which has not been fully used. Change Order 1 previously cost around \$40,000.

- While formal paperwork will not be ready for approval until the September 1st meeting, the council reached a consensus to allow the contractor to proceed with the work within the next one to two weeks.

City Investment Update

- The city's investments for the first half of the year are performing well overall.

- Northland:

- YTD earnings of about \$26,800. The estimated total for the year is just over \$40,000.

- Cetera:

- Holds about \$1.2 million. It experienced a loss of around \$2,500 in the first quarter but recovered about \$1,900 in the second quarter. It is expected to return to a positive position by year-end.

- Intra-Fi Accounts:

- Earned just under \$39,000 year-to-date.

- Another account at Falcon earned about \$122,000 year-to-date.

City Debt Update

- The city currently has four active general obligation bonds, with two (related to Pine Street and Glen) scheduled to be paid off in the next couple of years.

- The city aims to keep debt service levies consistent for taxpayers by structuring new bonds to wrap around existing debt.

- As older, smaller bonds are paid off, the levy amounts for newer, larger bonds (like the one from 2025) will increase to maintain a stable overall tax impact.

- Levies are set with a recommended extra 5% to ensure adequate cash flow in case there are delinquent taxes.

- A new wastewater project loan will be added to the city's debt.

- This loan is not yet included in the general obligation debt schedule because it is part of an enterprise fund and the construction project is not yet closed.

- The city is making principal and interest payments on the wastewater loan.

- Once the loan closes, a firm repayment schedule will be established.

General Fund Revenues

- Rental License Inspections:

- This is a rental license inspection year, which occurs every three years.

- The fees collected are used to pay the inspector and cover administrative costs, making it a pass-through expense.

- Police Aid & Donations:

- The city has not budgeted for a significant increase in police aid. Any aid for hiring a new full-time officer would be delayed by a year.

- The current aid amount of \$55,000 is based on four officers, at about \$13,750 per officer. An officer must work at least six months to be eligible for a portion of the aid.

- Police department donations fluctuate annually. New sources this year included the Veterans Brigade and a chili cook-off, but these are not guaranteed income streams.

- Building Permits & Development:

- Revenue from building permits is expected to increase proportionally with building official expenditures, as the official is paid based on fees collected.

- Permit revenue can be unpredictable, citing past record years for roofs and siding.

- Major permits, like a recent large county permit, are considered rare, once-in-a-lifetime events.

- County Maintenance Agreement:

- The city has a three-year agreement for county maintenance, which may be due for renegotiation soon.

- Park Dedication Fees:

- A park dedication is required with each new building permit to fund parks.

- For the South Fairway Estates development, where the city is the developer, the city provided the land for the park, which is an unusual situation.

- The fee structure is considered dated, but any changes would need to account for advertised lot prices and ongoing negotiations. The topic was noted for a future meeting.

General Fund Expenses

- Insurance Costs:

- Health insurance premiums are estimated to increase by about 12% across the country, and this figure has been built into the budget. Final numbers will be available in mid-to-late October.

- Workers' compensation costs, particularly for PTSD in public safety, have stabilized due to program changes.

- Property insurance valuations on city buildings have increased following a recent appraisal, driving up premiums.

- Professional Services & Audit Fees:

- Engineering fees for the South Fairway project are already over budget halfway through the year (\$51,000 spent vs. \$50,000 budgeted), with more expenses expected.

- Audit fees increase annually due to new GASB regulatory standards.

- The recent audit cost was higher because numerous open projects required significant extra entries and review.

- Humane Society:

- A question was raised about lowering the Humane Society budget, as it appears underutilized.

- It was noted that billing from the Humane Society is inconsistent and often arrives for several months at once.

Budget Year-to-Date Review

- The year-to-date figures presented are through the end of June, representing the first half of the year.

- Interest Revenue:

- The YTD interest revenue of \$19,000 (vs. \$30,000 budget) appears low because interest from CDs is only booked when paid out at year-end, not monthly.

- Police Reimbursable Expenses:

- The YTD amount of \$14,400 (vs. \$59,000 budget) reflects only the first quarter's payment from the school for the SRO contract. Three more quarterly payments are expected.

CIP Funding and General Fund Constraints

- Equipment CIP is up compared with last year, and the CIP fund is currently running a deficit.
- The goal is to get the fund closer to positive, but the city spends all CIP levy revenue each year and then some, causing the balance to keep fluctuating.
- To get ahead, it was stated the city would need to levy about two hundred ninety thousand consistently for many years.
- The 2027 CIP list includes items that were deferred, including the facility plan.
- The levy calculation considers the current cash balance, expected spending for the rest of the year, planned spending for next year, and expected levy revenue.
- The proposed approach attempts to get the fund as close to positive as possible, with the fund shown as negative eight thousand dollars.
- The general fund has limited funding sources compared with other funds.
- Streets receive other revenues such as franchise fees and city assist from the state, but the general fund has no significant source besides the levy.
- A one-time public safety influx occurred a couple years ago, but no similar future funding is anticipated.

Police Department Budget, Staffing, and Operating Costs

- The police department staffing plan would reduce permanent part-time expense from eighty to sixty eight and increase full-time salaries.
- Police state aid does not offset this year's cost, though next year was mentioned as a possibility.
- Salary budgeting is based on employee-level calculations.
- A spreadsheet is used to calculate each employee's salary, union contract COLA, and step increases.
- Insurance costs for a new employee cannot be known in advance because family structure, age, and coverage needs are unknown.
- Actual salary impacts may vary if a new hire starts at a different step or if staffing changes involve replacing someone at a different pay level.

- A full-time officer position has not yet been posted.
- Because the permanent part-time position is part of the union, openings or promotions must be posted internally first.
- The expected effective date for the full-time person was discussed as 1/1/27, contingent on council approval of the budget.
- Police part-time spending is expected to increase later in the year.
- Year-to-date part-time spending may appear low but August, November, and December are heavy part-time months.
- Police legal fees are higher because of ordinance enforcement requiring legal assistance.
- Telephone costs were noted as appearing higher than usual and needing review.
- Police vehicle maintenance is currently low due to newer squad cars.
- The 2025 squad has three thousand miles remaining until it is off warranty, based on a three year or thirty six thousand mile warranty.
- The 2026 squad is at seventeen thousand miles and still has warranty time remaining.
- Current maintenance is limited to expected items such as brakes, tires, and oil changes, though brakes alone can cost a couple thousand.
- Vehicle maintenance spending was noted as fifteen hundred dollars year-to-date against a ten thousand budget, with discussion that eight thousand for 2027 may be high if trends continue.

Streets, Parks, and General Department Expenses

- Street expenses appeared consistent with prior agreement.
- More street maintenance would be preferred, but budget limits constrain what can be done.
- Snow plow repair was noted as something that simply happens and must be budgeted for.
- Street expense coding was adjusted between two lines.
- Parks and cleaning expenses raised no major concerns.

- Overall spending was described as trending on track for budget for 2026, though summer timing can affect year-to-date comparisons.

EDA Budget and Contract for Deed

- The EDA budget was described as straightforward.
- An agreement has been prepared and is currently being discussed.
- Downtown revitalization or facade funding remains available.
- That budget line was lowered by ten thousand because money is still available in the fund.

Water Fund Revenue, Usage, and Rate Considerations

- Water consumption is down, which is affecting water fund revenue.
- The decline was described as a usage issue, not a billing system issue.
- Pumping is also down, and the city is not seeing the increased usage that some other cities are seeing.
- Current water and sewer revenue tracking is below expected levels.
- Recent tracking was described as around forty four to fifty percent, when it should be closer to fifty eight or sixty.
- Water revenue was at two fourteen halfway through the year, and it was considered possible that 2026 revenue could be lower than expected.
- Possible explanations for lower use include conservation and efficiency.
- Residents may be using more efficient appliances or making different decisions due to cost of living.
- Conservation was not described as bad, but the city still needs to build and maintain systems around actual revenue and infrastructure needs.
- A water rate increase was proposed in the memo.
- The rate study had indicated thirty percent, thirty percent, thirty percent, so annual increases were described as expected.

- The city has about five hundred thousand dollars that could be put toward improvements to leverage grant funds, but reserves need to be monitored carefully.
- Water and sewer infrastructure is expensive to repair, and spending could quickly reduce reserves.

Water Fund Expenses and Maintenance Timing

- Water fund expenses appear low at midyear but include major items not yet posted.
- A transfer out of one seventy one for committed debt service occurs at year-end.
- Non-cash depreciation is also booked at year-end.
- Depreciation was described as a non-cash expenditure included in the budget and booked at the end of the year.
- Together with debt service, these year-end items represent about two hundred sixty-some thousand.
- Additional water maintenance may occur before year-end.
- A hydrant at the county shop may need to be dug up, and cost could depend on whether a new hydrant is needed.
- Another hydrant on Oak may also be addressed this year if the road project does not proceed.

Sewer Fund Revenue and Reimbursements

- Sewer fund revenues are down.
- Lower water usage contributes to the decline.
- A separate impact was noted from customers doing a better job locking in their rate, which negatively affected summer sewer revenues.
- The summer lock-in trend is visible in revenue patterns.
- Revenues are not tracking near last summer's levels.

- The impact was described as a two-part issue involving both lower usage and the rate lock program.

Water and Sewer Utilities

- Sewer fund revenues and sink out treatment fees are trending lower.
- LEI is not yet online but will use water; they will receive a deduction as their water evaporates into their product, resulting in no expected sewer usage.
- There are currently eight to ten Inflow and Infiltration penalties outstanding. These typically get resolved when houses are sold, as new buyers want the assessments cleared.
- Capital obligations with the City of Saint Cloud are fixed and do not change with usage. A reserve fund was established with Saint Cloud to cover sudden contingencies, such as force main collapses.
- The budget accounts for non-cash depreciation expenses. Moderate rate increases are recommended to maintain the fund balance.

Swimming Pool Operations and Fees

- Current year-to-date revenue shows fifty thousand, primarily from pre-purchased swimming lessons and pool passes from May. July, August revenues are not yet reflected in this total.
- Pool attendance has been very strong with minimal closures. During a hot streak in July, lines wrapped around the building and staff had to turn people away due to lifeguard capacity limits.
- A fee increase is proposed for swimming lessons. This is the first proposed increase in three years and is intended to offset annual increases in staffing costs.

Fire Fund and Township Contracts

- Individual fire call collections have improved significantly, aided by townships assessing landowners directly. The budget for these calls is twenty six thousand this year and is projected at forty thousand next year.

- The department plans to introduce a fire contract freeze for next year because property valuations rose too quickly; paperwork detailing this freeze is expected in September.
- The department lost one contract, resulting in a revenue reduction of about fourteen thousand or fifteen thousand.

Capital Expenditures and Radio Upgrades

- Police and fire radios must be encrypted by 2029 to comply with FBI and Benton County mandates. Public works mobile radios do not require encryption.
- A quote of fifty two five was received from Granite City Electronics (DCDSC) for fully programmed police radios. The quote is valid until 10/16/26, and the budget amount could safely be set at sixty.
- The police department has applied for a ten thousand grant through East Central to help offset the cost of the radios.
- The fire department currently has two encrypted radios but is in immediate need of portable radio replacements, which have been added to the CIP while they wait to see if a FEMA grant is awarded.
- The team debated splitting purchases across 2027 and 2028, but concerns were raised about total CIP pressure next year at four hundred and eight and uncertainty of receiving grants. Preference was expressed to buy all at once rather than banking on grants.
- A current quote is fifty two and change if purchased by October; there was an earlier additional discount as of this month, but it cannot be used due to budget timing.
- Promotions are expected to change and likely increase later, but no exact future price was provided by the vendor. Katie noted a sale price over two thousand dollars per unit and estimated a total of sixty thousand comfortably, with fifty five possible but tight.
- Brandon suggested pulling funds earlier if it saves money, noting timing differences (e.g., 1/1/27 vs. 9/1/26) are moot for overall budget impact.
- Sarah indicated she could potentially find a few thousand in the general fund if needed, supporting lowering the request to fifty five now, with a possibility to reach fifty.
- The group agreed it would be worthwhile to obtain a new or updated quote to bring to the September 1st meeting, aiming for better promo pricing.

- If the current vendor will not honor a favorable quote, they may explore other vendors since there are a lot of places that sell radios.

- Public works radios are not encrypted and differ from fire/police needs. Mark shared a prior fire quote of two hundred thirteen thousand for twenty five thirty portables and ten mobiles.

- Mark would like three mobile three portables if budget allows. They currently have no spares, and some units are old hand-me-downs.

- Grant timeline is unclear. An officer manages grants and has applied, but no response yet. This uncertainty affects whether to wait for grants or proceed with purchases under current promotions.

- Website redesign is a compliance requirement, but staff has not had time to start. No specific schedule was set during this meeting.

- Council tablets are in this year's budget, but there is no rush. Brandon is fine kicking that one down the road, noting limited staff capacity for the project.

- Lions Park shelter improvements (doors and cameras):

- Doors are the first priority due to age and condition (original steel doors with deterioration at the bottoms). Estimated ten (ten thousand) for doors to get the building up to standard.

- Cameras would follow; reliable connectivity is needed (past attempts with Arlo/Verizon were unsatisfactory). Exploring options similar to the pool setup (e.g., Midco) or using cellular routers as done at the compost site.

- There is interest in equipping both Lions and Holder parks for consistent coverage if feasible.

- Brandon suggested approaching the Lions Club for contributions (e.g., cameras), proposing to earmark ten thousand for Lions Park and explore what the club can fund.

- Door/security systems and cameras:

- Participants noted positive experiences with the current vendor for door systems and security technologies, with cameras described as pretty good.

- A quote referenced was higher than desired for this year, leading to no action; a mention of SIM cards suggests cellular connectivity is included, potentially mitigating the need for immediate internet installation.

- Norway Drive park and warming house timing:
 - No work has been done at Norway, and timing may push improvements into another year.
 - The warming house needs cleaning and upgrades, but the team is uncertain and suggested letting projects roll into 2027 due to delays (e.g., scout house work and fall jetting).
 - Interest in continuing trail and park improvements remains; however, combining projects and deferring trail work by at least a year was proposed due to budget cuts in CIP.
 - A quote for Holdridge Park playground equipment included four pieces in front of the shelter instead of three, raising cost; the team may remove one piece to align with the original plan.
 - Decision pending on whether to keep four pieces or revert to three; Mark will send the quote for review.
 - Immediate priorities include the trail crossing near the fire hall (funded this year) and a major section at Norman from Oak, which requires coordination with the county on curb and catch basin work to avoid rework.
 - With a new engineer needing time, the Norman section is unlikely in the next year, making next year quieter for trail work.
 - Discussion to push ten thousand trail improvements to 2028 and combine fifty and ten for Holders Park with four pieces; intent is net zero impact by reallocating funds and deferring some work to 2028.
 - Considered purchasing three radios this year, then three in 2027, and six in 2028; Mark expects the total number to go down because some portables are still good.
 - The 2026 New Holland tractor has not yet been ordered; planning is underway with the expectation of having more information by the next meeting.
 - Primary uses include ditch mowing, pond mowing, spillways, highway ditches, and industrial parks.
 - Timing is less urgent as the season is ending; the tractor is already factored into plans.
- Air compressor vs. Bobcat prioritization:
 - Both an air compressor and a Bobcat are planned for next year; the team asked if either could be deferred.

- Mark prefers not to push equipment out but stated that, if necessary, the compressor is the better item to defer. It runs and is safe, but parts are increasingly hard to obtain, and repairs could take 2–3 months if it breaks.

- The compressor is low-use (6–8 times a year), mainly for parks and pools blowouts, and emergencies (water leaks). In a worst case, the city could borrow from Benton County or rent a compressor for up to six months.

- The Bobcat is high-use with multiple attachments (including milling/grinding stumps) and is more critical to replace on schedule. A quote around sixty was discussed, with a trade-in value about twenty small.

- Consensus leaned toward prioritizing the Bobcat replacement over the compressor due to usage and operational impact.

- Equipment levy/project funds are currently negative, reflecting that transfers for expenditures have not yet been made; continued spending without balancing will deepen the negative.

- Decisions on deferrals (e.g., compressor, trail) are tied to maintaining a net zero impact where possible and managing the CIP cuts.

- The group identified several capital items that could be deferred to reduce the immediate budget impact, totaling a \$62,000 reduction from the capital levy.

- The deferred items include a \$40,000 air compressor and a \$7,000 expense for council tablets. A \$15,000 item for police radios was also part of the reduction.

- This \$62,000 cut successfully lowered the proposed levy increase to 7.69%.

- There is also an expandable trust fund with over \$300,000 available as a rainy day fund, which could be used for critical needs, but it hasn't been tapped in several years.

Impact of New Construction on Tax Rate

- The city has experienced an 8.2% increase in tax capacity, driven by nearly \$4 million in new construction, a large majority being commercial.

- This expanded tax base is estimated to absorb a significant portion of the levy increase .

- Factoring this in, the effective levy increase could be closer to 5.5%, though this is an estimate pending final assessor numbers and potential shifts in valuations.

Street and Infrastructure Projects

- Mariah Drive Drain Tile:

- The group discussed the Mariah Drive drain tile project, which has been postponed multiple times. It was agreed to get an updated cost estimate for the \$80,000 project, which would be funded through storm sewer fees without requiring a special assessment.

- Overlay & Seal Coating:

- The \$40,000 budgeted for overlay and seal coating this year will likely be rolled into next year's budget. This will allow for a larger project next year, which often results in better pricing. Routine road maintenance will be covered by the operating budget.

- Industrial Park Expansion:

- This project is on hold until a specific project and grant funding are secured. The city would be responsible for 50% of the cost.

Water System Phased Approach

- Water Treatment Facility:

- The full water treatment facility plan will be kicked down the road for several years. Discussions are underway for a phased approach.

- Phase 1 Plan:

- The first phase, estimated to cost the city around \$400,000 in construction costs, involves the decommissioning of the old well and work on the water tower.

- Federal Funding:

- The plan is dependent on federal funding, which moves at a snail's pace. Final decisions will be delayed until funding is secured. More details are expected after a meeting scheduled for Monday.

- Water Tower Reconditioning:

- Funding for the water tower reconditioning remains on whether to spend the cash balance currently available.

Water and Sewer Infrastructure

- Water Tower Reconditioning:

- Reconditioning the water tower is considered overdue and a higher priority than the new plant. The project would take the tower out of service for about two months in the summer, which is a concern but manageable.

- New Water Tower Project:

- A new tower is a two-year project that has not yet started. The group is waiting for a decision from the federal government regarding a potential \$2 million in funding before committing to any major projects.

- Oak Drive Sewer & Road Work:

- The group discussed the need for sewer work on Oak Drive. A full road reconstruction is not planned for 10+ years. Lining the sewer is an option at around \$70,000, but a full project including a mill and overlay would be a better long-term solution to avoid repeating past mistakes. This project is not planned for next year.

- Generators:

- There is a need for a dedicated generator for the ESU and other stations. While there is a request for a \$27,000 generator, the project will not happen next year, but a placeholder is needed in the plan.

Swimming Pool Fund

- The swimming pool is a special revenue fund that is supplemented by the tax levy because it doesn't generate enough revenue to cover all its expenses. The goal is to slowly build its cash balance back up.

- The existing pool slide has leaks and its structural supports are getting tired. While it might last another year, replacement parts for the current one are unavailable. A real quote is needed, as the cost could be around \$80,000 and it might have a long lead time.

- Pool drains need to be updated to comply with the Virginia Graham Baker Act. Work could happen this fall but may be pushed to spring. The cost has increased significantly due to regulatory changes.

Fire Fund and Equipment

- The fire fund is also a special revenue fund. The CIP budget for this fund is resulting in a 1% increase, primarily due to rounding. The fund requires \$126,369 in levy dollars.
- The roof of the fire hall needs replacement.
- The possibility of a future expansion or a separate storage shed was mentioned.
- Radios are a future need, with hopes of grant funding.
- A generator is needed for the building, but it will not be purchased next year.
- The department recently acquired a water tender for around \$400,000. A new ladder truck could cost between \$1.75 and \$1.8 million, but there are no plans to purchase a new one in the near future.

Tax Levy Impact

- The water and sewer funds do not affect the tax levy; their projects and operations are funded by user rates.
- The team agreed to prepare the levy at 7.69%, described as a comfortable and defensible figure compared to some regional double-digit increases.
- New construction figures are obtained directly from the county assessor, with additional projects expected the following year. The group reiterated that budgets can be reduced later but not increased, keeping this preliminary approach flexible.
- Plans include adding a full-time officer and additional full-time public works staffing. Public works costs are split between general levy dollars and water/sewer funds due to varied work across systems.
- Insurance budgeting for new hires uses an average of current employee costs due to unknown demographics. This is a rough-in number that could be lower or higher depending on actual hires.
- A water and sewer rate increase was discussed.
- The only proposed fee changes are the water rate and potential charges for pool swim lessons. Staff favored charging for swim lessons over admission changes, aligning better with session structures and time periods.
- The Foley Pool draws participants from outside the area due to lesson pricing and Red Cross certification. Stakeholders cited that YMCA lessons are not Red Cross certified, influencing families to choose Foley for that reason.

- CIP and park development (South Fairway Estates):

- A placeholder for a play set is included for 2028, with an initial approach to rough-in and seed the area, then add structures over time. Exact layout will depend on development completion and potentially waiting for phase two before building.

- Costs for play structures are high; \$50,000–\$60,000 buys limited equipment (e.g., swings and a few components), underscoring the need for phased development.

- There is an opportunity to work with the Lions Club to possibly reduce a \$10,000 item to \$5,000, which would help lower the starting figure impacting the levy.

- Staff provided high-level assumptions across budgets (e.g., slides, generators, donations to local nonprofits, treatment storage). They will keep the group updated on pending numbers, including insurance impacts from new employees.

Motion by Lloyd, seconded by Mathiowetz, to adjourn.

Motion carried, unanimous.

Meeting adjourned at 7:50 p.m.



Sarah A. Brunn, Administrator
(Minutes By: Sara Judson Brown, using AI recording device)



Foley Fire Department

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

To: Foley City Council

From: Fire Chief Mark Pappenfus

August 26, 2026

I would like to recommend the following individual for employment as a Firefighter on the Foley Fire Department. He has been interviewed and recommended by our Fire Department Membership Committee and meets the requirements of our Fire Department Personnel Policies.

His start date on the Foley Fire Department will be Wednesday October 7, 2026, pending his successful completion of a Physical, Back Assessment, and Background Check.

The new Member is:

-Brock Lardy

Thank you,

Mark Pappenfus

Mark Pappenfus
Foley Fire Chief

BILLS LIST 9/1/2026

Gross Salaries - Bi-Weekly, Council & Fire	Payroll - 8/7/26	\$58,387.51
EFTPS	Federal Withholding	\$11,048.22
MN Dept of Revenue	State Withholding	\$2,142.02
State Treas. PERA	PERA	\$7,974.04
Nationwide	Deferred Comp	\$1,240.34
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$2,024.69

Gross Salaries	Payroll - 8/21/26	\$52,780.20
EFTPS	Federal Withholding	\$9,641.27
MN Dept of Revenue	State Withholding	\$1,905.29
State Treas. PERA	PERA	\$8,408.44
Nationwide	Deferred Comp	\$1,245.34
Pacific Life Ins	Roth IRA	\$100.00
Health Equity	HSA Contribution	\$2,024.69
Law Enforcement Labor Services, Inc	Union Dues	\$219.00

Already Paid 9/1/2026

To Be Paid 9/1/2026

AUTO VALUE	FIRE MISC SUPPLIES	\$45.97
BENTON COUNTY ATTORNEY	07/26 LEGAL FEES	\$975.00
BILL BRONDER	ELCTION JUDGE	\$144.00
BOUND TREE MEDICAL, LLC.	FD MEDICAL EQUIPMENT / SUPPLIES	\$1,038.83
BRUCE LATTERELL	ELCTION JUDGE	\$180.00
CINTAS CORPORATION	UNIFORMS	\$298.35
CLOUDNET	08/26 SERVER FEE	\$10.00
CM2 SUPPLY	O2	\$24.97
COBORNS, INCORPORATED	SUPPLIES FOR PW, CITY HALL, FD & POOL	\$510.14
COLONIAL LIFE	8/26 ACCIDENT INS	\$160.58
CORE & MAIN LP	PARTS	\$1,857.40
DSC COMMUNICATIONS	PW RADIO BATTERY, FD PAGER BATTERIES & REPAIR	\$281.50
DTM FLEET SERVICES	FD TRUCK WORK	\$1,706.26
EAST CENTRAL ENERGY	UTILITIES	\$1,505.00
FARM-RITE EQUIPMENT INC	STUMP GINDER - RENTAL	\$401.51
FERGUSON WATERWORKS #2518	WATER METER REPLACEMENTS & PARTS	\$14,705.78
FIRST NATIONAL BANK OF OMAHA	CREDIT CARD INVOICES	\$2,071.49
FOLEY HARDWARE	PW SHOP SUPPLIES, GRASS SEED, MISC PARTS	\$468.23
GEARGRID CORPORATION	FIRE HALL BUILDING MAINT	\$158.00
GILMAN COOP CREAMERY	PW WEED SPRAY	\$252.00
GOPHER STATE ONE CALL	07/26 LOCATE TICKETS	\$56.70
HANDYMANS INC	FIRE HALL BUILDING MAINT	\$409.49
HAWKINS, INC.	WELL #5 CHEMICALS	\$2,047.23
HEALTHPARTNERS	08/26 PD EAP	\$22.50
HENRY ESP OF FOLEY, LLC	DOWNTOWN FACADE PROGRAM REIUMBURSEMENT	\$5,000.00
HORIZON COMMERCIAL POOL SUPPLY	POOL BROOMS CLIPS	\$43.79
HOTSY MINNESOTA	HOTSY PRESSURE WASHER MAINT	\$1,431.20
IIMC	2026 ANNUAL MEMBERSHIP FEE	\$220.00
KAREN SCHAEFER EHERENMAN	ELCTION JUDGE	\$152.00
MACQUEEN EQUIPMENT	FD SCBA TESTS & OTHER MAINT	\$13,192.27
MARCO TECHNOLOGIES, LLC	08/26 COPIER LEASE	\$333.54
MIDCONTINENT COMMUNICATIONS	PHONE & INTERNET	\$404.62
MIDSTATE AUTO SALES	REPAIR	\$50.00
MIMBACH FLEET SUPPLY	PARK MAINTENANCE	\$147.48
MN DEPT OF HEALTH	2026 3RD QRT CONNECTION FEE	\$3,447.00
MN DEPT OF REVENUE	07/26 WATER SALES AND USE TAX	\$833.00
MN SECRETARY OF STATE	2026 NOTARY	\$120.00
NORTHERLINES CONTRACTING, INC	SOUTH FAIRWAY ESTATES, PAY APP 2	\$249,051.97
NORTHLAND SECURITIES INC	2025 TIF REPORTING	\$1,285.00
QUALITY FLOW SYSTEMS, INC.	GOLF LIFT STATION MAINT	\$904.80
REBECCA MCDOWELL	ELCTION JUDGE	\$176.00
	WW POND INFLUENT TESTING,EFFLUENT SAMPLING, MONTHLY	
RMB ENVIRONMENTAL LABORATORIES	WATER ANALYSIS	\$799.44
ROSEANN LATTERELL	ELCTION JUDGE	\$176.00
SANDY LATTERELL	ELCTION JUDGE	\$184.00
SHIFT TECHNOLOGIES, INC	GENERAL IT, CYBER SECURITY CHECK, MONTHLY BACKUPS	\$3,328.25
SHORT ELLIOT HENDRICKSON, INC	IND PARK WETLAND, 2025 LSL, ENGINEERING	\$13,364.39
STAPLES	CITY HALL, PD & PW OFFICE SUPPLIES	\$432.75
STEVE BARTELL	ELCTION JUDGE	\$396.00
SUN LIFE FINANCIAL	09/26 LTD INS	\$350.75
TRIMARK MARLINN, LLC	CLEANING SUPPLIES	\$147.12
TRIPLE E WATER & SEWER LLC	2026 LEAD SERVICE	\$102,117.40
USABLE LIFE	9/26 LIFE INSUR	\$328.50

UTILITIES REFUND	JENNIE-O TURKEY - 411 PINE ST	\$25.00
VAN METER INC	PARTS	\$28.97
VERIZON	CELL PHONES - SWS, PD & FD	\$363.17
WEIDNERS PLBG & HTG CO	WELL #5 AC UNIT REPAIR & RPZ TESTING	\$965.58
XCEL ENERGY	UTILITIES	\$8,690.07
ZOLL MEDICAL CORPORATION	FD SUPPLIES - ELECTRODES	\$154.50
	TOTAL	\$597,216.54

**CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA
RESOLUTION 2026-24**

**RESOLUTION APPROVING THE BRONDER SUBDIVISION AND REZONING
REQUEST**

WHEREAS, the City of Foley has received a request from Bill Bronder for approval of a subdivision and rezoning involving property located at 120 Glen Street within the City of Foley; and

WHEREAS, the proposed subdivision will allow the applicant to adjust the lot line to permit construction of a new single-family home approximately twenty (20) feet farther back on the property, allowing for an improved setback from the roadway and avoiding additional tree removal; and

WHEREAS, the subject property is currently zoned R-1, Single-Family Residential, with an adjacent area currently zoned I-1, Light Industrial, due to historical agricultural use; and

WHEREAS, the applicant has requested that the I-1 portion of the property be rezoned to R-1, Single-Family Residential, creating a consistent zoning classification for the property and providing greater control over future land use; and

WHEREAS, City staff, the City's consulting engineer, and the City Attorney have reviewed the proposed subdivision and rezoning and have not identified any concerns that would prevent approval of the request; and

WHEREAS, the City of Foley Planning Commission reviewed the subdivision and rezoning request at its meeting on August 10, 2026; and

WHEREAS, Bill Bronder, as the applicant and a member of the Planning Commission, stepped down from participation in the discussion and consideration of the request; and

WHEREAS, the Planning Commission voted unanimously to recommend approval of the subdivision and rezoning to the City Council, subject to an administrative condition that the portion of property being incorporated into the subject parcel remain attached to the house parcel through an appropriate combined legal description, declaration of restriction, or other method acceptable to the City; and

WHEREAS, the City Council has reviewed the application, supporting documents, Planning Commission recommendation, and proposed subdivision and rezoning and finds the request appropriate for approval.

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

Section 1. Approval

The City Council of the City of Foley hereby approves the subdivision/lot adjustment requested by Bill Bronder for the property located at 120 Glen Street, subject to the conditions contained herein.

Section 2. Rezoning Approval

The City Council of the City of Foley hereby approves the rezoning of the property currently zoned I-1, Light Industrial, to R-1, Single-Family Residential, as shown on the submitted survey and application materials.

Section 3. Conditions of Approval

Approval of the subdivision and rezoning is subject to the following conditions:

1. The portion of property being incorporated into the subject parcel shall remain attached to the larger parcel. An appropriate combined legal description, declaration of restriction, or other documentation acceptable to the City shall be provided as necessary to ensure compliance with this condition.
2. The applicant shall comply with all comments and requirements of the City Attorney, City Engineer, Public Works, Fire Department, and other applicable City departments.
3. The subdivision and future development of the property shall comply with all applicable City zoning, subdivision, building, stormwater, utility, and other applicable regulations.
4. The applicant shall obtain all required permits and approvals from applicable governmental agencies prior to commencement of construction.

Section 4. Effective Date

This Resolution shall become effective immediately upon its adoption.

Adopted by the City Council of the City of Foley this 1st day of September, 2026.

Brandon Voit, Mayor

ATTEST:

Sarah A. Brunn, Administrator

City of Foley

Subdivision Development Plat Review Application

Street Location of Property: 120 GLEN STRLegal Description of Property: SEE ATTACHEDCurrent Zoning of Property: I1 Proposed Zoning: R1Type of Request: Minor Sub-Division & Rezoning from I1 to R1

*** (Attach narrative describing details of project scope) ***

Increase existing lot size to provide room for turn out so not backing out onto Glen Str, also to reduce number of trees to be removed -
Re-zoning to bring into compliance with surrounding Properties

Property Owner: WILLIAM BRONDER 320-241-5010

Name

Phone

100 GLEN STR P.O. BOX 203

Address

Fax

FOLEY, MN 56329
bronder@outlook.com
Email
Applicant: SEE ABOVE

Name

Phone

Address

Fax

Email

Type of Request & Fee Amount:

☒ Rezoning/Amendment	\$250.00
☐ Conditional Use Permit	\$250.00
☐ Variance	\$250.00
☐ Planned Unit Development	\$250.00

☐ Preliminary Plat	\$500.00
☐ Final Plat	\$
☐ Annexation	\$400.00 +
☒ Site Plan Review/Other	
<u>Subdivision</u> (minor)	
Total Fees Paid	\$

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 AcceptedApplication Filed: ✓Date Fees Paid: ✓Staff Initials: EB

Date Application Accepted: _____

William Bronder 7/29/26
Signature of Applicant Date

William Bronder 7/29/26
Signature of Fee Owner Date

Sarah Brunn

From: Jarod Griffith <jgriffith@sehinc.com>
Sent: Tuesday, July 28, 2026 1:30 PM
To: Adam Ripple; Mark Pappenfus; Sarah Brunn; Scott, Nancy
Subject: RE: Bronder Minor Subdivision Request

Good Afternoon-

I have no additional comments. The question I had was about the setback for larger property and the distance to the existing shed. 5ft setback is correct so we are good.

Thanks

Jarod R. Griffith, PE (MN)
Engineer IV
Short Elliott Hendrickson, Inc.
320.229.4304 direct | 218.849.0539 mobile | 320.229.4300 main

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From: Adam Ripple <ARipple@rinkenoonan.com>
Sent: Tuesday, July 28, 2026 8:46 AM
To: Mark Pappenfus <mpappenfus@ci.foley.mn.us>; Sarah Brunn <sbrunn@ci.foley.mn.us>; Jarod Griffith <jgriffith@sehinc.com>; Scott, Nancy <nscott64@hotmail.com>
Subject: RE: Bronder Minor Subdivision Request

Yes, I believe this requires rezoning. It is not clear to me exactly where the line is on the industrial zoning, but it appears that some portion of that would be put to residential use. Would it make sense to just rid of the industrial zoning altogether? That would eliminate nonconforming use concerns. So long as the house can meet performance standards and the existing house does not become nonconforming, I have no other concerns beyond the zoning question.

Adam A. Ripple
Attorney

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

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



From: Mark Pappenfus <mpappenfus@ci.foley.mn.us>

Sent: Tuesday, July 28, 2026 7:25 AM

To: Sarah Brunn <sbrunn@ci.foley.mn.us>; Jarod Griffith <jgriffith@sehinc.com>; Adam Ripple <ARipple@rinkenoonan.com>; Scott, Nancy <nscott64@hotmail.com>

Subject: RE: Bronder Minor Subdivision Request

No comments from my end. Water & Sewer services enter from the front of the property.

Thanks, Mark

Mark Pappenfus
City of Foley Public Works Director

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

Sent: Tuesday, July 21, 2026 11:03 AM

To: Jarod Griffith <jgriffith@sehinc.com>; Ripple, Adam <aripple@rinkenoonan.com>; Mark Pappenfus <mpappenfus@ci.foley.mn.us>; Scott, Nancy <nscott64@hotmail.com>

Subject: Bronder Minor Subdivision Request

All –

Please see attached site plan and survey for Bill Bronder. Bill is looking to build a new house on his lot – but would like it to be moved back a bit more than the existing parcel allows, so rather than a variance he's proposing a lot split – basically taking a piece off the larger surrounding parcel.

Please provide any questions/comments by Tuesday, July 28th. This will be going in the next planning packet for August.

Adam – please confirm if I need to do a rezoning on this as well? If so, I'll make sure we get that paperwork filed as well.

Thank you.

Sarah A. Brunn
City Administrator
sbrunn@ci.foley.mn.us



City of Foley
251 4th Avenue North
P.O. Box 709
Foley, MN 56329
www.ci.foley.mn.us

320-968-7260 Office

320-968-6325 Fax

From: Craig Wensmann <Craig.Wensmann@widseth.com>

Sent: Tuesday, July 21, 2026 10:32 AM

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

Subject: Bill Bronder

Good morning, Sarah:

Bill asked that I send you the site plan for his future house construction as well as the Certificate of Survey needed to adjust the south line of Lot 1. Let me know if you need anything else.

Thank you,

Craig Wensmann, LS

Land Surveyor, Office Manager, VP

763-270-6145

13076 1st Street

Becker, MN 55308

WIDSETH

Widseth.com

50 Best Places to Work (*Prairie Business Magazine*, 2025)



— is now —

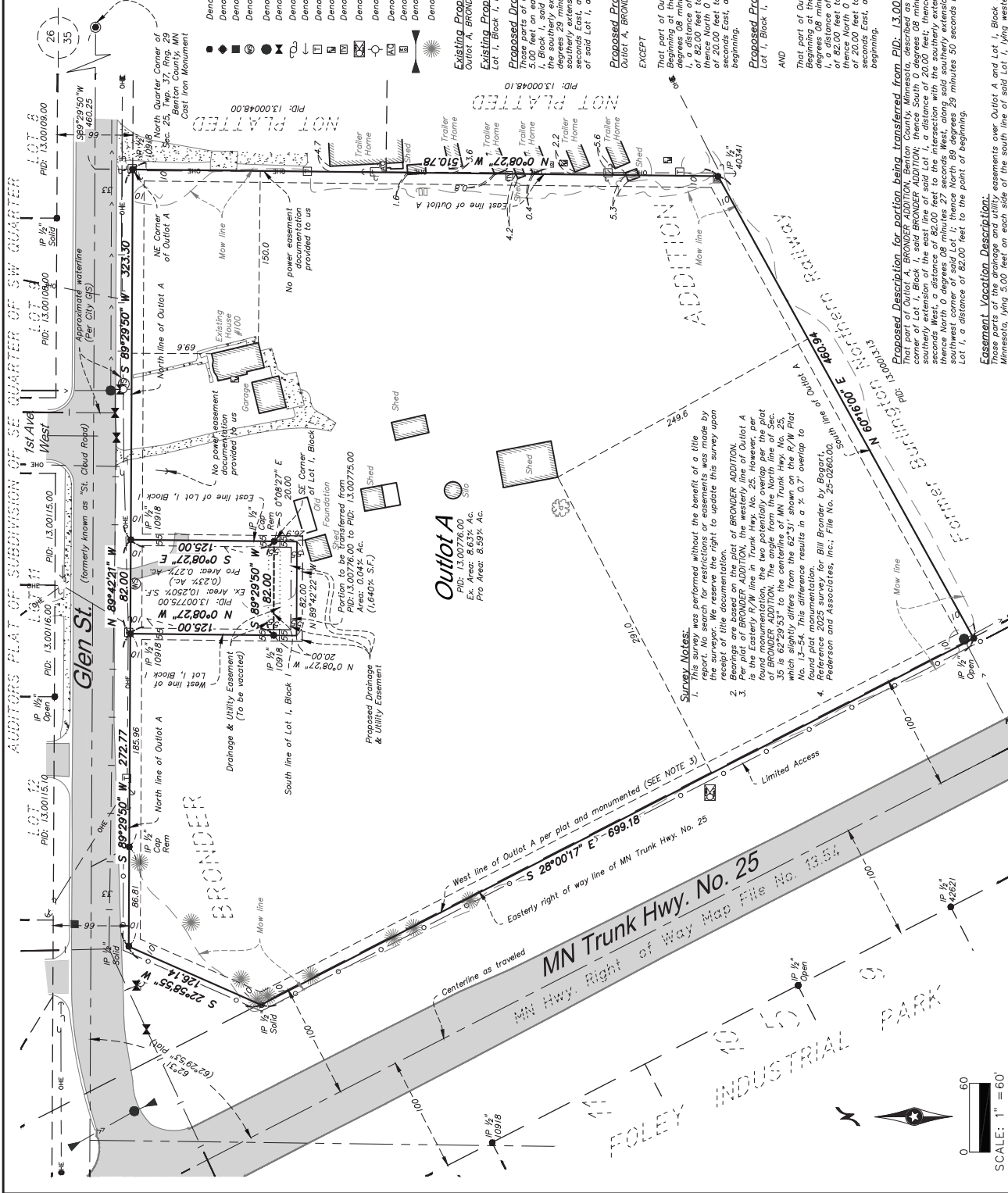


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For more information please visit <https://www.mimecast.com>

Certificate of Survey

for
Bill Bronder

Outlot A, BRONDER ADDITION
City of Foley, Benton County, Minnesota



LEGEND:

- Denotes found iron monument
- Denotes found rebar
- Denotes catch basin
- Denotes water service
- Denotes sanitary manhole
- Denotes water valve
- Denotes power pole
- Denotes guy wire
- Denotes telephone pedestal
- Denotes electric meter
- Denotes cable television box
- Denotes fiber optic vault
- Denotes hydrant
- Denotes air conditioning
- Denotes electric outlet
- Denotes culvert
- Denotes tree, coniferous
- LS 10918 Denotes Sidney Williamson, LS
- LS 40341 Denotes Samuel DeLo, LS
- LS 42621 Denotes Daniel Kron, LS
- Denotes bituminous surface
- Denotes concrete surface
- Denotes gravel surface
- Denotes overhead electric
- Denotes easement
- Denotes right of way
- Denotes existing adjoiners
- Denotes mow line
- Denotes Limited Access
- Denotes sanitary sewer
- Denotes sanitary sewer
- Denotes waterline

Existing Property Description (PID: 13.00776.00):

Outlot A, BRONDER ADDITION, Benton County, Minnesota.

Existing Property Description (PID: 13.00775.00):

Lot 1, Block 1, BRONDER ADDITION, Benton County, Minnesota.

Proposed Drainage and Utility Easement Description:

Traverse of Outlot A and Lot 1, Block 1, BRONDER ADDITION, Benton County, Minnesota, lying

5.00 feet on each side of the following described line: Beginning at the southeast corner of Lot

1, Block 1, said BRONDER ADDITION; thence South 0 degrees 08 minutes 27 seconds East, along

degrees 29 minutes 50 seconds West, a distance of 82.00 feet to the intersection with the

southerly extension of the west line of said Lot 1; thence North 0 degrees 08 minutes 27

seconds East, along said southerly extension, a distance of 20.00 feet to the southwest corner

of said Lot 1, and said southerly extension, a distance of 20.00 feet to the southwest corner

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Survey Notes:

This survey was performed without the benefit of a title

report. No search for restrictions or easements was made by

recap of title documentation.

2. Bearings are based on the plat of BRONDER ADDITION.

3. The Eastern R/W line in Trunk Hwy. No. 25. However, per

of BRONDER ADDITION. The angle from the North line of Sec.

35 is 62°29'53" to the centerline of MN Trunk Hwy. No. 25,

which slightly differs from the 62°31' shown on the R/W Plat

No. 104. This difference results in a 3.07' overlap to

the plat and is not shown on the plat.

4. Reference 2025 survey for Bill Bronder by Bogart,

and Pederson and Associates, Inc., File No. 25-0260.00.

Reference 2025 survey for Bill Bronder by Bogart,

and Pederson and Associates, Inc., File No. 25-0260.00.

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Reference 2025 survey for Bill Bronder by Bogart,

Survey Notes:

This survey was performed without the benefit of a title

report. No search for restrictions or easements was made by

recap of title documentation.

2. Bearings are based on the plat of BRONDER ADDITION.

3. The Eastern R/W line in Trunk Hwy. No. 25. However, per

of BRONDER ADDITION. The angle from the North line of Sec.

35 is 62°29'53" to the centerline of MN Trunk Hwy. No. 25,

which slightly differs from the 62°31' shown on the R/W Plat

No. 104. This difference results in a 3.07' overlap to

the plat and is not shown on the plat.

4. Reference 2025 survey for Bill Bronder by Bogart,

and Pederson and Associates, Inc., File No. 25-0260.00.

Reference 2025 survey for Bill Bronder by Bogart,

and Pederson and Associates, Inc., File No. 25-0260.00.

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Reference 2025 survey for Bill Bronder by Bogart,

and Pederson and Associates, Inc., File No. 25-0260.00.

Reference 2025 survey for Bill Bronder by Bogart,

SCALE: 1" = 60'

SHEET NO.

1

Certificate of Survey

Bill Bronder

Outlot A BRONDER ADDITION

Benton County, MN

1

OF SHEETS

I hereby certify that this survey, plan, or

report was prepared by me or under my

supervision and that I am a duly

Licensed Land Surveyor under the laws

of the State of Minnesota.

DESIGN BY: _____

DRAWN BY: _____

CHECKED BY: _____

DWG FILE NO: _____

FILE NO: _____

DATE: 7/17/26

Lic. No. 47466

DATE

7/17/26

REV

NO.

DESCRIPTION

DATE

7/17/26

REV

NO.

DESCRIPTION

DATE

7/17/26

REV

NO.

DESCRIPTION

DATE

7/17/26

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DATE

7/17/26

REV

NO.

DESCRIPTION

DATE

7/17/26

REV

NO.

DESCRIPTION

DATE

7/17/26

REV

NO.

Site Plan

for
Bill Bronder

Lot 1, Block 1, BRONDER ADDITION

City of Foley, Benton County, Minnesota

**NO EXCAVATION OR CONSTRUCTION CAN BEGIN UNTIL
THIS PLAN IS APPROVED BY THE LOCAL BUILDING
INSPECTOR**

LOWEST FLOOR ELEVATION IS SUBJECT TO SOIL AND WATER TABLE CONDITIONS.

BEARING AND DISTANCE INFORMATION IS PER THE RECORDED PLAT.

EASEMENTS ARE SHOWN PER RECORDED PLAT UNLESS OTHER DOCUMENTATION WAS PROVIDED TO US.

CONTRACTOR TO DETERMINE EXACT LOCATION AND ELEVATION OF SEWER SERVICE.

THE LOWEST FLOOR ELEVATION IS SUBJECT TO THE ACTUAL DEPTH AND ELEVATION OF THE SEWER SERVICE.

PRIOR TO ANY EXCAVATION, EXCAVATOR MUST COMPARE SURVEY WITH HOUSE PLAN AND BUILDER TO VERIFY TYPE OF HOUSE, DIMENSIONS AND FINAL ELEVATION(S).

PROPOSED HOUSE ELEVATIONS

Top of Block (Slab) Elev = 1149.2

Garage Floor Elev = 1148.9

SETBACKS

30' Front

35' Rear

5' Side

ZONING

R-1 Single and Two
Family Residential

HOUSE TYPE

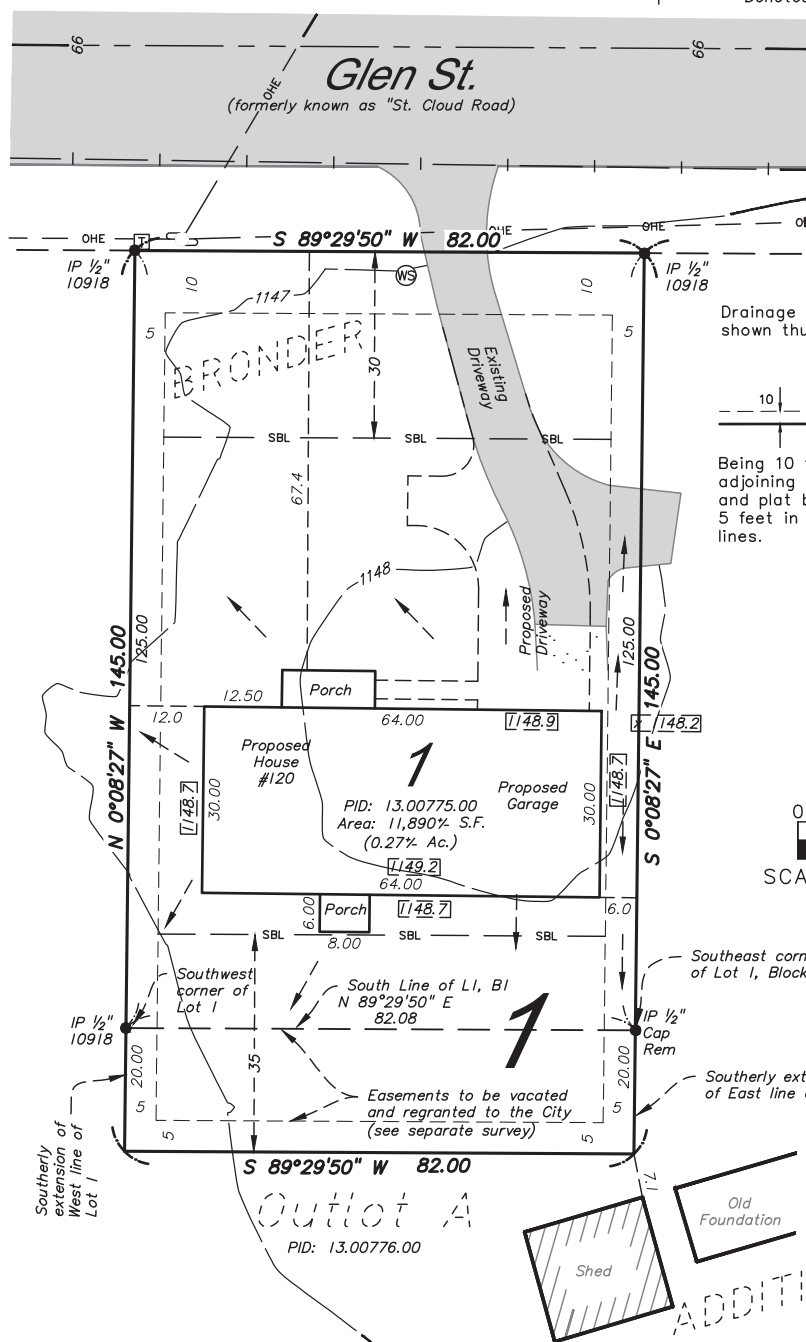
Slab on Grade

Proposed Property Description for PID: 13.00775.00:
Lot 1, Block 1, BRONDER ADDITION, Benton County, Minnesota.

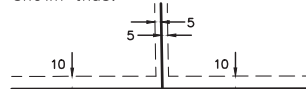
AND

That part of Outlot A, BRONDER ADDITION, Benton County, Minnesota described as follows: Beginning at the southeast corner of Lot 1, Block 1, said BRONDER ADDITION, thence South 0 degrees 08 minutes 27 seconds East, along the southerly extension of the east line of said Lot 1, a distance of 20.00 feet; thence South 89 degrees 29 minutes 50 seconds West, a distance of 82.00 feet to the intersection with the southerly extension of the west line of said Lot 1; thence North 0 degrees 08 minutes 27 seconds West, along said southerly extension, a distance of 20.00 feet to the southwest corner of said Lot 1; thence North 89 degrees 29 minutes 50 seconds East, along the south line of said Lot 1, a distance of 82.00 feet to the point of beginning.

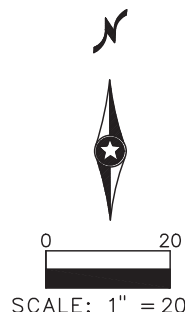
- Denotes set iron monument
- Denotes found iron monument
- WS Denotes water service
- Denotes power pole
- Denotes telephone pedestal
- LS 10918 Denotes Sidney Williamson, LS
- Denotes bituminous surface
- Denotes gravel surface
- OHE — Denotes overhead electric
- — Denotes easement
- — Denotes existing adjoiners
- | — Denotes waterline



Drainage and Utility Easements are shown thus:



Being 10 feet in width and adjoining street right of way lines and plat boundary lines and being 5 feet in width and adjoining lot lines.



DESCRIPTION

DATE

REV NO.

DATE

DESIGN BY:

DRAWN BY:

CHECKED BY:

DWG FILE:

FILE NO.:

DATE:

Signed:

Date:

Lic. No.

47466

1

1

1

1

1

1

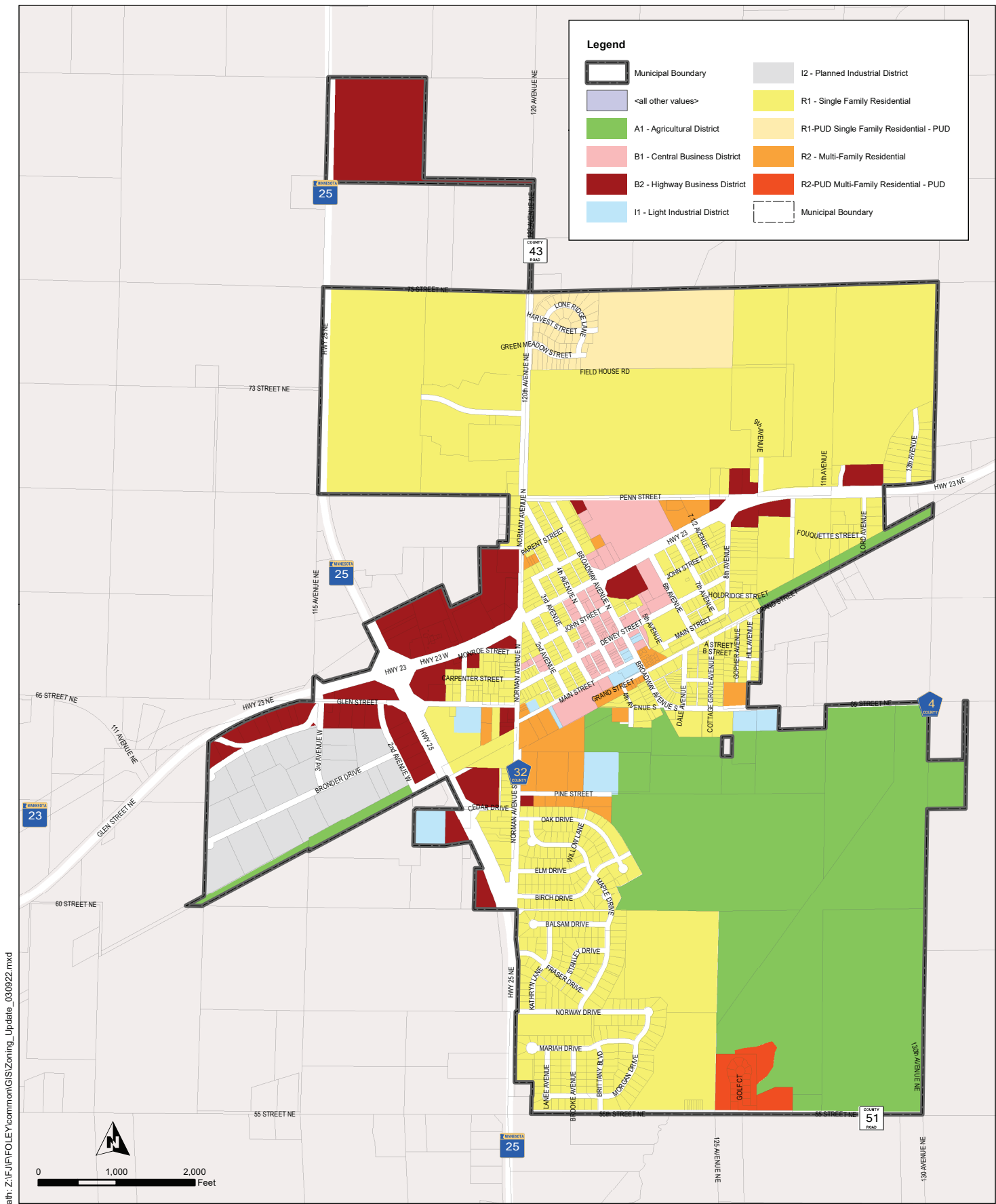
1

1

1

1

1



Path: Z:\F\FOLEY\common\GIS\Zoning_Update_030922.mxd



Print Date: 3/10/2022

ZONING MAP FOLEY, MINNESOTA

Source: Benton County, MnDOT
Mn Geospatial Commons, SEH

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.



City of Foley

251 4th Avenue North • P.O. Box 709

Foley, Minnesota 56329

(320) 968-7260 • Fax (320) 968-6325

www.ci.foley.mn.us • email: contactus@ci.foley.mn.us

August 13, 2026

Dear Property Owner,

Enclosed you will find a Notice of Public Hearing scheduled for 5:30 p.m. on September 1, 2026 on the application of the William Bronder to obtain approval for the rezoning from I-1 to R-1 of a parcel located near 120 Glen Street.

You are receiving the enclosed Notice of Public Hearing according to the zoning ordinance regulating rezoning where 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,

Sarah A. Brunn
City Administrator

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF
REZONING IN THE CITY OF FOLEY

Notice is hereby given that on the 1st day of September, 2026 at 5:30 P.M. or as soon thereafter, the City Council and the Planning Commission will hold a joint public hearing to consider the rezoning request of William Bronder. This request will rezone property from I-1 to R-1. The hearing will be located at 251 4th Avenue N, Foley, MN 56329.

The affected parcels are legally described as:

A portion of:

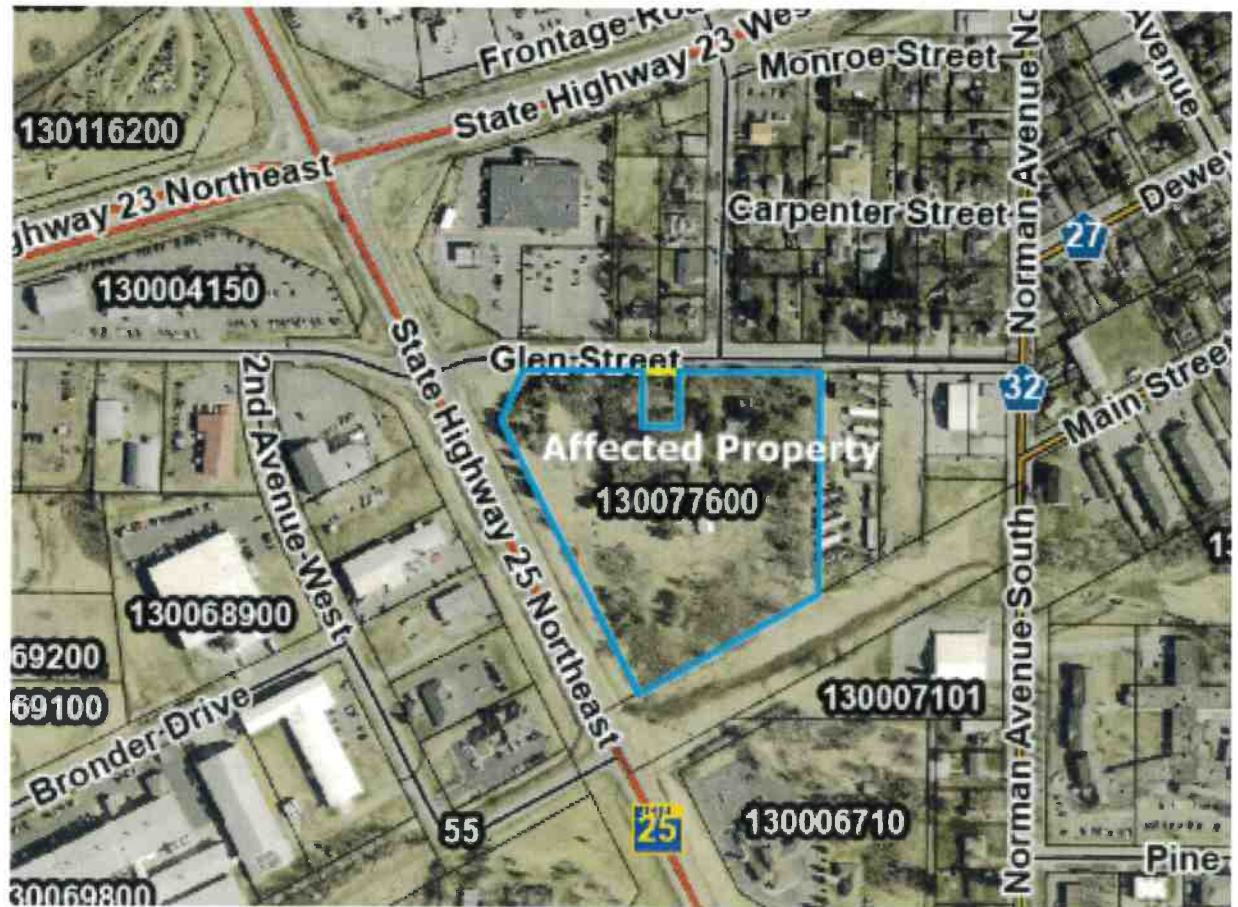
Outlot A, BRONDER ADDITION, Benton County, Minnesota.

AND a portion of Lot 1, Block 1, BRONDER ADDITION, Benton County, Minnesota.

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

Sarah A. Brunn
City Administrator

Map of Property



Office of the State Auditor - Pension Form SC-26**Foley Fire Relief Association****Financial Projections**

[Click here for instructions on how to complete this tab.](#)

	2026	2027
Total Active Member Liabilities	1,285,771	1,425,586
Total Deferred Member Liabilities	176,318	176,318
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. 1,462,089	B. 1,601,904
Normal Cost (Line B - Line A)		C. 139,815

Projection of Net Assets for Year Ending December 31, 2026

Special Fund Assets at December 31, 2025 (FIRE-25 Form ending assets in Line E)	D. 1,532,086
---	--------------

Projected Income for 2026

Fire State Aid (2025 fire state aid of \$83,889 may be increased by up to 3.5%)	1. 83,889
Supplemental State Aid (actual 2025 supplemental state aid)	2. 11,221
Municipal / Independent Fire Dept. Contributions	3. 10,000
Interest and Dividends	4. 25,000
Appreciation / (Depreciation)	5.
Other Revenues	6.
Total Projected Income for 2026 (Add Lines 1 through 6)	E. 130,110

Projected Expenses for 2026

Retirement, Long-Term/Permanent Disability, and Survivor Benefits	7. 130,500
---	------------

Names:

Amounts:

130,500

Short-Term Disability Benefits	8.
Administrative Expenses	9. 15,000
Total Projected Expenses for 2026 (Add Lines 7, 8, and 9)	F. 145,500
Total Projected Net Assets at December 31, 2026 (Line D + Line E - Line F)	G. 1,516,696

Projection of Surplus or (Deficit) as of December 31, 2026

Projected Assets (Line G)	H. 1,516,696
2026 Accrued Liability (Line A)	I. 1,462,089
Projected Surplus or (Deficit) (Line H - Line I)	J. 54,607
Projected Funding Ratio (Line H / Line I)	K. 104%

9.13
9.22

DOCUMENT#: **468419**

Recorded: 09-22-2023 at 11:29 AM

Cheryl L Kantor

County Recorder

Benton County MN

Fee: \$46.00

BS

Recording stamp digitally applied

**PLANNED UNIT DEVELOPMENT AGREEMENT
(NORTHERN HOLLOW WINERY)**

This Agreement is entered into effective January 3, 2023, between the **Town of Gilmanton and the City of Foley Joint Planning Board**, a Minnesota municipal joint powers entity (the "Board"), and **Northern Hollow Winery L.L.C.**, a Minnesota limited liability company (the "Developer").

RECITALS

- A. The Developer has applied to the Board for consideration of the development of certain real property within the Orderly Annexation Area of the Town of Gilmanton and the City of Foley and legally described on **Exhibit A** attached hereto (hereafter referred to as the "Property") as a Planned Unit Development ("PUD") and Conditional Use pursuant to the Board's Zoning Ordinance.
- B. The Developer is purchasing the Property through a Contract for Deed from William Stevens and Sandra Stevens, married to each other (the "Owners"). The Owners have consented to this Agreement.
- C. The Developer represents that it holds ownership interest in the Property and is authorized to enter into this agreement. ~~Developer~~ prior to executing this PUD agreement ("Agreement").
- D. The Property will be developed for a farm winery and related event space as approved by the Board through the granting of a conditional use permit ("CUP") on January 3, 2023.
- E. The use of the Property as an event space requires the execution of this Agreement as the City of Foley's Zoning Ordinances require a planned unit development ("PUD") agreement in order to allow such a use.
- F. The Owners and Developer agree to the regulatory controls and the restrictions on the development of the Property that are imposed by this Agreement. The Owners and Developer acknowledges and understands that this Agreement imposes significant restrictions and obligations on the development of the Property as a whole and accepts such restrictions.

City of Foley
Invoice

9:13
9-22

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(NORTHERN HOLLOW WINERY)**

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City of Foley
Invoice

NOW, THEREFORE, the parties agree as follows:

1. **PUD and Conditional Use Permits.** The Property is zoned A-1 Agricultural. The Property is "agricultural land" as required by Minnesota Statute § 340A.315, Subd. 9, which requires a farm winery to be operated on agricultural land in order to be issued a farm winery license. As outlined by Section 12, Subdivision 4 of the City of Foley's Zoning Ordinance, processing, packaging, or sales of agricultural products or supplies are allowed as a conditional use within the A-1 District. A PUD is permitted by a conditional use permit to allow flexibility of land use on a property, including commercial activities related to a farm winery. This Agreement is a condition of the issuance of the CUP in order to allow an event space by a PUD on the Property.

2. **Underlying Zoning Standards Apply.** Except as specifically set out to the contrary in this Agreement, the Property shall be subject to the use requirements, setbacks, and other requirements of the underlying A1 zoning district and follow all applicable standards of the City of Foley's Zoning Ordinance.

3. **Permitted Land Uses.** As provided for in this Agreement, the Developer is permitted to undertake the following land uses on the Property:

- A. Agricultural crop production;
- B. Operate a farm winery, defined as "a winery operated by the owner of a Minnesota farm and producing table, sparkling, or fortified wines" under Minnesota Statute § 340A.101, Subd. 11;
- C. The Developer may obtain an on-sale liquor license, consistent with Minnesota Statute § 340A.315; and
- D. The Developer may utilize the physical facilities of the winery and its buildings for an event center to hold special events.

4. **Performance Standards.** The following performance standards shall be required:

- A. Site Plan. The Developer has submitted a Site Plan to the Board, attached to this Agreement as **Exhibit B**. Any deviation from the Site Plan shall be submitted to the Board for approval.
- B. Lot Area and Width. The Property exceeds the 10-acre minimum lot area and 250 minimum lot width. Any future subdivision of the Property shall preserve the winery on at least 10 acres, and all winery facilities shall be contained on the same lot.
- C. Setbacks. The front of the Property shall be the western side along 105 Avenue NE. The front yard setback shall be at least one hundred (100) feet. The side yard setback shall be at least sixty (60) feet. The rear yard setback shall be at least one hundred (100) feet.

- D. Building Height. No structure may exceed 35 feet in height on the Property.
- E. No residential structures will be on the Property.
- F. Utilities.
 - i. *Sewer*. The Owners and Developer shall comply with all wastewater treatment requirements imposed by Benton County. Connection to the City of Foley's sanitary sewer service will require a petition for annexation to the City of Foley and platting of the Property.
 - ii. *Water*. The Owners and Developer shall comply with all Benton County and Minnesota Department of Health requirements for potable water and the installation of a well. Connection to City of Foley's water service will require a petition for annexation to the City of Foley and platting of the Property. It is acknowledged that City of Foley's water is not suitable for wine-making, and any connection to City of Foley's water would not require the abandonment of any well used to provide untreated water for the wine-making process.
 - iii. *Stormwater*. Public storm sewer is not available to the Property. The Owners and Developer shall be responsible for the operation and maintenance of all stormwater infrastructure.
- G. Access, Parking, Loading. An access corridor shall be maintained around the winery facilities, as shown on the Site Plan, to ensure accessibility for emergency service vehicles. The driveway and primary parking areas shall be constructed of a hard, durable, dust-free surface. Loading and overflow parking areas are not required to be hard-surfaced.
- H. Exterior Building Materials. Corrugated metal siding is permitted, but the lower four (4) feet of any building facing the road right of way shall consist of a material other than steel or corrugated metal that meets the specifications of the Site Plan and the City of Foley's Zoning Code.
- I. Lighting. Any lighting used to illuminate an off-street parking area, signage, or structures, shall be arranged to deflect the light away from any public right of way. Direct or sky-reflected glare from floodlights or from high-temperature process lights, such as combustion or welding lights, shall not be directed onto any adjoining property. Lights shall be hooded or controlled, so they do not light adjacent property.
- J. Landscaping. The Developer shall provide and maintain landscaping in the proximity of the winery facilities as shown in the Site Plan that meets the requirements of the City of Foley's landscaping requirements outlined in Section 5, Subdivision 3, Paragraph 2 of the City of Foley's Zoning Ordinance, as it may be amended. This landscaping requirement includes, but is not limited to, maintaining grass, sodding, shrubs, or other acceptable vegetation or utilizing

other landscaping techniques on the Property. In addition, the Property shall contain the following:

- i. Sodding for all boulevard areas of the Property.
 - ii. Sodding, seeding, or mulch shall be completed as directed in Section 5 of the City of Foley's Zoning Ordinance.
- K. Outside Storage. All materials, waste, recyclables, debris, supplies, and equipment must be stored within a building or structure which is on a permanent foundation. Trash containers shall be located within a trash enclosure or otherwise screened from the public right of way as specified in the Site Plan.
- L. Dust and Other Particulate Matter. The emission of dust or any other particulate matter shall comply with and be regulated by the Minnesota Pollution Control Standards, as amended.
- M. Noise. All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency, or shrillness and, as measured at any property line, shall not exceed the minimum standards established by the State of Minnesota.
- N. Handicapped Accessibility. The Property and any structures on the Property shall meet the accessibility portion of the State Building Code, Minnesota Rules, Chapter 1341, or successor rules.
- O. Engineering. The Board and its Engineer shall approve the civil engineering plans included in the Site Plan.

The following variances from the requirements of the underlying A-1 zoning district and zoning requirements of the City of Foley's Zoning Ordinance shall be permitted as follows:

None.

Unless stated above, all other provisions of the A-1 zoning district and requirements of the City of Foley's Zoning Ordinance apply to the Property.

5. **Special Events**. The Board acknowledges that the Developer intends to conduct various special events on the Property. When a special event is anticipated to utilize overflow parking beyond the primary parking area shown on the Site Plan, and be greater than the capacity of the permanent facilities, the Developer shall provide the zoning administrator with 30 days advance written notice of such special event. Unless authorized by the Board in advance, all special events shall comply with the following:

- A. Parking. The Developer shall provide parking for 120 vehicles, as the City of Foley's Zoning Ordinance requires. All vehicles must park in designated primary or overflow parking areas. No on-street vehicle parking is permitted.
- B. Hours of Operation. No special event may begin before 8 a.m. and shall conclude by midnight.

- C. Trash. Any trash or rubbish not in receptacles shall be removed from the ground within 48 hours. Appropriate trash containers shall be provided in overflow parking areas and any outdoor space utilized for the special event. This requirement is in addition to the enclosed trash enclosures outlined in Paragraph 4 – K.
- D. Temporary Restrooms. The Developer shall provide adequate temporary restrooms for special events in accordance with all state and federal guidelines.
- E. Temporary Structure. The Developer shall not utilize a temporary structure (tent or canopy) having an area greater than 400 square feet without compliance with the State Fire Code.
- F. Camping. No camping or overnight parking on the Property is permitted unless proper state permits and approvals are obtained.

Subject to future special event regulations as may be adopted, nothing in this Agreement preempts or precludes any requirement to obtain any special event permit or comply with any additional regulations that may be required by any other governmental unit.

6. **Subdivision and Annexation.** The Property is not required to be platted or annexed into the City of Foley as a condition of the PUD. However, the connection to City of Foley's sewer will require the Property to be platted, with dedicated utility easements, and annexed into the City of Foley. In the event of annexation, the City of Foley shall be the successor to the Board.

7. **Liquor License.** The Board acknowledges that the Developer will apply to have the Property licensed as a farm winery by the State of Minnesota and may also be issued an on-sale liquor license in connection with the farm winery. Compliance with all state or local liquor licenses is a condition of this Agreement. Any violation of a liquor license issued for the Property is a violation of this Agreement.

8. **Signage.** As provided in the Site Plan, the Developer may install signage in accordance with Section 8, Subd. 18 of the City of Foley's Zoning Ordinance. No sign shall exceed 25 feet in height.

9. **Representations of the Developer.** The Developer acknowledges that the PUD was approved based upon the Developer's representations that: 1) the Developer has the authority to enter into this Agreement; 2) the Property will be developed in accordance with the Site Plan.

10. **Development Costs, Fees, and Taxes.** The Developer shall be responsible for all applicable costs and fees associated with developing the Property, including, but not limited to permitting fees, zoning administrative costs as identified by ordinance, etc. The Property shall be subject to the taxes outlined in the Orderly Annexation Agreement drafted between the Town of Gilmanton and the City of Foley.

11. **Damage to Public Improvements.** The Developer understands and acknowledges that it is responsible for all damage to all public improvements result from development on the Property, including, without limitation, the installation of the improvements and the construction of structures and parking areas within the Property. If the Board 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 Board may: i) withhold all approvals related to the Property; ii) withhold all approvals related to the affected area of the Property; or iii) make the necessary repairs, the cost of which the Developer agrees to reimburse to the Board.

12. **Costs and Default.** The Developer shall pay all costs incurred by the Board or City of Foley, including, but not limited to, administrative staff time, engineering, legal, planning, and inspection expenses, in connection with the application, including approval and acceptance of the application and review of site plans and documents, as well as any other required agreements for the application. The Board shall have all legal and equitable remedies available to it in the event the Developer or any successor in interest defaults or fails to perform any requirement of this Agreement. This includes, but is not limited to, (i) halt all further approvals regarding platting, improvements or issuance of building permits or occupancy permits relating to the Property; (ii) seek injunctive relief; (iii) terminate this Agreement and all of the obligations contained herein without terminating the Developer's obligation to reimburse the Board for costs it has incurred with regard to this Agreement or the Property; or (iv) suspend any work or improvement on the Property by issuing a stop work order; and (v) take any other action at law or in equity which may be available to the Board.

13. **Enforcement.** The Developer shall reimburse the Board for costs incurred in enforcing this Agreement or the PUD agreement, including reasonable engineering and attorneys' fees.

14. **Time of Payment.** The Developer shall pay in full all bills submitted by the Board for obligations incurred under this Agreement within 30 days of submission to the Developer. Failure to remit payment within 30 days shall constitute a default of this Agreement.

15. **Amendments.** This Agreement may only be amended in writing, signed by all parties, and by obtaining the required review, recommendation, and approvals as set forth in the Board's land use ordinances.

16. **Recording.** This Agreement shall be recorded in the office of the Benton County Recorder, run with the Property, and shall be binding on the Owners and Developer's successors and assigns.

17. **Indemnification.** Anything to the contrary herein notwithstanding, the Board and Board Members, its officers, agents, employees, and representatives shall not be liable or responsible in any manner to the Owners and 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; any and all work which is the Developer's obligation to perform pursuant to this Agreement; the grant by the Board and its Board Members of any approval related to the Property, including, but not limited to, approval of any grading plan, drainage plan, preliminary, or final plats for the Property; the failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement; the failure by the Developer to pay contractors, subcontractors, laborers, or materialmen; the failure by the Developer to pay for materials; the failure by the Developer to obtain necessary permits and authorization to construct the work described in this Agreement; or the Board's exercise of any of its rights in the event of a default by the Developer. The Owners and Developer further agrees to indemnify, defend, and hold the Board, 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 attorneys' fees. The City and the Town do not waive liability for claims or controversies arising from this Agreement,

18. **No Third-Party Recourse.** Third parties shall have no recourse against the Board under this Agreement.

19. **Governed by Minnesota Law.** This Agreement shall be interpreted under the laws of the State of Minnesota, and any court action related to this Agreement shall be venued in Benton County District Court unless another venue is agreed to by both the Board and the Developer.

[Signature pages to follow.]

GILMANTON TOWNSHIP-CITY OF FOLEY

JOINT PLANNING BOARD

By *Jeff Gondeck*
Its Chair

ATTEST:

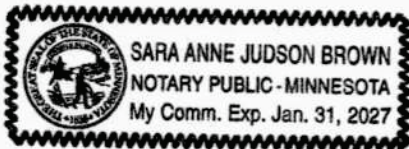
Sarah A. Brunn
Sarah A. Brunn, City Administrator

STATE OF MINNESOTA)

) SS

COUNTY OF BENTON)

On this 6th day of January, 2023, before me, a Notary Public for this County, personally appeared Jeff Gondeck and Sarah A. Brunn, to me personally known, who, being by me duly sworn did say that they are the Board Chair and City Administrator named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its City Council and acknowledged said instrument to be the free act and deed of said corporation.



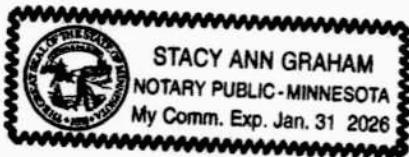
Sara Anne Judson Brown
Notary Public

NORTHERN HOLLOW WINERY L.L.C.

By James C. Truehart
Its Manager

STATE OF MINNESOTA)
) SS
COUNTY OF Benton)

On this 6 day of March, 2023, before me, a Notary Public for this County, personally appeared James C. Truehart, who, being by me duly sworn, did say that he is Manager of Northern Hollow Winery L.L.C., and that this instrument was signed on behalf of said limited liability company by authority of its Members and acknowledged said instrument to be the free act and deed of said limited liability company.



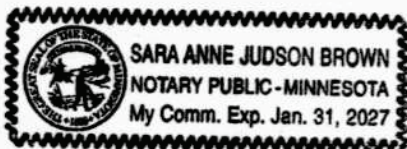
Stacy Ann Graham
Notary Public

Acknowledged and consented to by:

By William Stevens
William Stevens

STATE OF MINNESOTA)
) SS
COUNTY OF Benton)

On this 6 day of June, 2023, before me, a Notary Public for this County, personally appeared William Stevens.



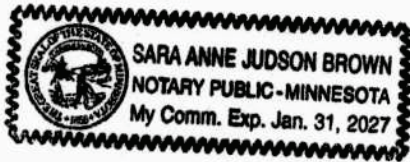
Sara Anne Judson Brown
Notary Public

Acknowledged and consented to by:

By Sandra Stevens
Sandra Stevens

STATE OF MINNESOTA)
) SS
COUNTY OF Benton)

On this 6th day of June, 2023, before me, a Notary Public for this County, personally appeared Sandra Stevens who, being by me duly sworn, did say that he/she is Sandra Stevens.



Sara Anne Judson Brown
Notary Public

THIS INSTRUMENT DRAFTED BY:

Rinke Noonan (AAR/mjr)
1015 W. St. Germain St., Suite 300
PO Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
File No. 04313-0272

EXHIBIT A

(Legal Description of the Property)

All that part of the S½ of NW¼ in Section 34, Township 37, Range 29,
LYING Northerly of Parcel 1 of Minnesota Highway No. 23 Right of Way Plat
No. 05-35, dated June 9, 2010,
EXCEPTING therefrom all that part platted as Parcel 1 of Minnesota
Highway No. 23 Right of Way Plat No. 05-35 lying along the West line
thereof.

(Tax PID No. 020050301; Approximately 25.91 acres)

EXHIBIT B

(Site Plan)

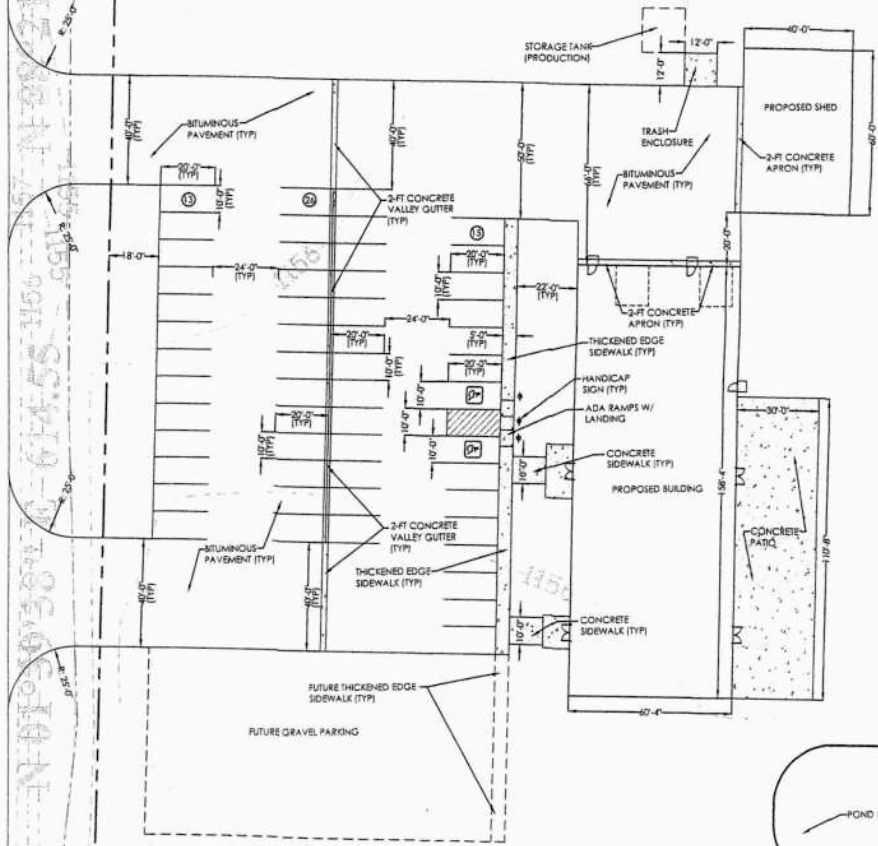
N 01°38'32" E 976.97

N 01°38'32" E 976.97

33.00
29.98
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1198
1199
1200

ALTERNATE SEPTIC
FIELD

PRIMARY SEPTIC
FIELD (BY OTHERS)



18" CULV
INVERT 1154.34

BENCHMARK=1160.00 (BS DATUM)
- TOP HUT HYDRANT

DELINEATED
11/27/21

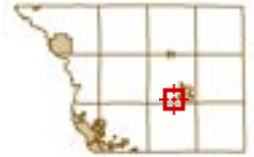


Beacon™

Benton County, MN



Overview



Legend

- Parcels
- Highways
- County Roads
- Roads

Parcel ID	020063100	Alternate ID	020063100	Owner Address	CITY OF FOLEY
Sec/Twp/Rng	33-37-29	Class	n/a		251 4TH AVE N
Property Address	6089 105TH AVE NE	Acreage	7.23		PO BOX 709
	FOLEY				FOLEY, MN 56329
District	(0201) GILMANTON TOWNSHIP/ISD 51				
Brief Tax Description	SECT-33 TWP-037 RANGE-029 FOLEY WELL LOT-001 BLOCK-001 7.23 AC CITY WELL SUBJECT TO DEED RESTRICTION				
	(Note: Not to be used on legal documents)				

Date created: 8/27/2026

Last Data Uploaded: 8/27/2026 9:32:40 AM

Developed by SCHNEIDER
GEOSPATIAL

Billing Address:
 FOLEY, CITY OF
 251 FOURTH AVE N
 FOLEY, MN 56329
 US

Shipping Address:
 FOLEY, CITY OF
 251 FOURTH AVE N
 FOLEY, MN 56329
 US

Quote Date:08/19/2026
 Expiration Date:10/18/2026
 Quote Created By:
 Dan McCoy / AD
 Account Manager
 dmccoy@dsccommunications.com
 (320) 252-1887

End Customer:
 FOLEY POLICE DEPARTMENT
 Katie McMillin
 kmcmillin@ci.foley.mn.us
 (320) 968-0800

Contract: 20927 - MN DOT 209493

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N50	APX N50					
1	H25UCF9PW6AN	PORTABLE RADIO APX N50 7/800 MODEL 2	3		\$6,863.77	\$4,118.26	\$12,354.78
1a	QA02756AB	SOFTWARE LICENSE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	3				
1b	H869DB	SOFTWARE LICENSE ENH: MULTIKEY	3				
1c	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	3				
1d	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	3				
1e	QA08684AA	ALT:2.5" BELT CLIP	3				
1f	QA09113AA	ADD: BASELINE RELEASE SW	3				
1g	QA08853AA	ADD: CPS ENABLEMENT*	3				
2	LSV01S03084A	APX N50/30 DMS ESSENTIAL	3	3 YEARS	\$158.40	\$158.40	\$475.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
4	PMMN4140B	PORTABLE RSM RM760, IP68, 3.5MM JACK, LARGE, UL	3		\$140.00	\$84.00	\$252.00
5	PMPN4820B	CHR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US/NA	3		\$91.71	\$55.03	\$165.09

Grand Total \$13,247.07(USD)

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1g	QA08853AA	Incomplete
3	PSV01S03059A	Incomplete



APX N50 Portable Radio Solution Description

OVERVIEW

The APX N50 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N50 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, it offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Adaptive Audio

For first responders in loud environments, the APX N50 offers adaptive audio that enhances voice quality and minimizes background noise. The APX N50 includes two High Dynamic Range (HDR) microphones with high overload point pickup that reproduces voice with clarity and reduces audio clipping and distortion, even when shouting. The radio has custom speakers that use noise cancellation technology to amplify loud and clear audio, and help make every syllable intelligible.

An enhanced audio engine dynamically adjusts the N50 in any environment by using algorithms to filter out unpredictable background noise and wind while using multiple microphones to track voice from every angle, allowing first responders to speak into the radio without compromising voice quality. Additional environmentally aware audio features receive volume leveling and noise sensing volume control—the radio will automatically adjust for loud or soft talkers and the changing ambient noise levels. These features allow first responders to keep their eyes forward and remain focused on situations as they unfold.

Essential and Secure P25 Communications

The APX N50 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N50 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N50 lets first responders stay connected across disparate networks. It is equipped with Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N50 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.

SmartConnect over Wi-Fi



SmartConnect is a subscription service that allows first responders to access critical intelligence no matter where the mission takes them. When P25 networks are unavailable, the APX N50 will maintain functionality and voice quality by automatically switching to an available broadband network, enabling connectivity outside of radio system coverage. Voice information and signals between radios and control are encrypted, ensuring that all transmissions are secure.

The APX N50 can use SmartConnect when directly connected to Wi-Fi hotspots, through an in-vehicle LTE modem, or over a satellite connection. Additionally, the radio will indicate to users when SmartConnect is active by displaying a blue bar on-screen.

Managing and Provisioning Devices

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service ("CPS") or through a combination of CPS and batch programming over Wi-Fi available with the radio management ("RM") software.

CPS is a proprietary, Windows-based application, used to configure APX subscriber radios in offline situations that include provisioning, networking, and monitoring tools that provide greater awareness and faster radio management. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.



- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICETECHNICALSUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.



MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



Billing Address:
FOLEY, CITY OF
251 FOURTH AVE N
FOLEY, MN 56329
US

Shipping Address:
FOLEY, CITY OF
251 FOURTH AVE N
FOLEY, MN 56329
US

Quote Date:08/19/2026
Expiration Date:09/18/2026
Quote Created By:
Dan McCoy / AD
Account Manager
dmccoy@dsccommunications.com
(320) 252-1887

End Customer:
FOLEY POLICE DEPARTMENT
Katie McMillin
kmcmillin@ci.foley.mn.us
(320) 968-0800
Contract: 20927 - MN DOT 209493

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

This quote includes the APX N50 Promo and the MN State Contract

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N50	APX N50					
1	H25UCF9PW6AN	PORTABLE RADIO APX N50 7/800 MODEL 2	6		\$6,863.77	\$3,718.26	\$22,309.56
1a	QA02756AB	SOFTWARE LICENSE ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	6				
1b	H869DB	SOFTWARE LICENSE ENH: MULTIKEY	6				
1c	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	6				
1d	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	6				
1e	QA08684AA	ALT:2.5" BELT CLIP	6				
1f	QA09113AA	ADD: BASELINE RELEASE SW	6				
1g	QA08853AA	ADD: CPS ENABLEMENT*	6				



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
2	LSV01S03084A	APX N50/30 DMS ESSENTIAL	6	3 YEARS	\$158.40	\$158.40	\$950.40
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		\$0.00	\$0.00	\$0.00
4	PMMN4140B	PORTABLE RSM RM760, IP68, 3.5MM JACK, LARGE, UL	6		\$140.00	\$84.00	\$504.00
5	PMPN4820B	CHR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US/NA	6		\$91.71	\$55.03	\$330.18
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
6	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	3		\$9,106.00	\$5,572.20	\$16,716.60
6a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	3				
6b	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	3				
6c	G67DT	ADD: REMOTE MOUNT E5 APXM	3				
6d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	3				
6e	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	3				
6f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	3				
6g	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	3				
6h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3				
6i	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	3				
6j	GA01670AA	ADD: APX E5 CONTROL HEAD	3				
6k	W22BA	ADD: STD PALM MICROPHONE APX	3				
6l	QA09113AB	ADD: BASELINE RELEASE SW	3				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
6m	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	3				
6n	G174AD	ADD: ANT 3DB LOW- PROFILE 762-870	3				
6o	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	3				

Grand Total \$40,810.74(USD)

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Promotions:

The following promotion(s) have been applied:

* Line #1 - APX N SERIES PROMO available from 07/13/2026 to 09/18/2026

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1g	QA08853AA	Incomplete
3	PSV01S03059A	Incomplete



APX N50 Portable Radio Solution Description

OVERVIEW

The APX N50 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N50 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, it offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Adaptive Audio

For first responders in loud environments, the APX N50 offers adaptive audio that enhances voice quality and minimizes background noise. The APX N50 includes two High Dynamic Range (HDR) microphones with high overload point pickup that reproduces voice with clarity and reduces audio clipping and distortion, even when shouting. The radio has custom speakers that use noise cancellation technology to amplify loud and clear audio, and help make every syllable intelligible.

An enhanced audio engine dynamically adjusts the N50 in any environment by using algorithms to filter out unpredictable background noise and wind while using multiple microphones to track voice from every angle, allowing first responders to speak into the radio without compromising voice quality. Additional environmentally aware audio features receive volume leveling and noise sensing volume control—the radio will automatically adjust for loud or soft talkers and the changing ambient noise levels. These features allow first responders to keep their eyes forward and remain focused on situations as they unfold.

Essential and Secure P25 Communications

The APX N50 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N50 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N50 lets first responders stay connected across disparate networks. It is equipped with Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N50 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.

SmartConnect over Wi-Fi



SmartConnect is a subscription service that allows first responders to access critical intelligence no matter where the mission takes them. When P25 networks are unavailable, the APX N50 will maintain functionality and voice quality by automatically switching to an available broadband network, enabling connectivity outside of radio system coverage. Voice information and signals between radios and control are encrypted, ensuring that all transmissions are secure.

The APX N50 can use SmartConnect when directly connected to Wi-Fi hotspots, through an in-vehicle LTE modem, or over a satellite connection. Additionally, the radio will indicate to users when SmartConnect is active by displaying a blue bar on-screen.

Managing and Provisioning Devices

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service ("CPS") or through a combination of CPS and batch programming over Wi-Fi available with the radio management ("RM") software.

CPS is a proprietary, Windows-based application, used to configure APX subscriber radios in offline situations that include provisioning, networking, and monitoring tools that provide greater awareness and faster radio management. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.



- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICETECHNICALSUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.



MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



CHANGE ORDER NO. 2

OWNER	City of Foley	DATE	August 25, 2026
CONTRACTOR	Northern Lines Contracting, Inc.	SEH No.	FOLEY 187473
ENGINEER	SEH		
Project	2026 South Fairway Estates – Phase 1, Foley		

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

Description:

- Adjust alignment of trunk sanitary sewer.
- Adjust alignment of trunk sanitary sewer.
- Shorten sidewalk for future trunk connection.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
10A	REMOVE DI PIPE	LIN FT	18.00	\$15.00	\$270.00
29A	5" CONCRETE WALK	SQ FT	(192.00)	\$7.15	(\$1,372.80)
63A	6" GATE VALVE AND BOX **	EACH	1.00	\$385.00	\$385.00
64A	12" WATER MAIN - DUCTILE IRON CL 50	LIN FT	23.00	\$107.00	\$2,461.00
65A	8" WATER MAIN - DUCTILE IRON CL 52 **	LIN FT	16.00	\$21.00	\$336.00
66A	6" WATER MAIN - DUCTILE IRON CL 52 **	LIN FT	(17.00)	\$25.00	(\$425.00)
68A	DUCTILE IRON FITTINGS	POUND	473.00	\$17.00	\$8,041.00
78A	8" PVC SANITARY SEWER (SDR 26)	LIN FT	(44.00)	\$45.00	(\$1,980.00)
79A	15" PVC SANITARY SEWER (SDR 26)(PS115)	LIN FT	199.00	\$297.00	\$59,103.00
81A	EXCESS MANHOLE DEPTH	LIN FT	(0.13)	\$100.00	(\$13.00)
82A	CONSTRUCT 8" OUTSIDE DROP	VERT FT	(12.23)	\$550.00	(\$6,726.50)
83A	COARSE FILTER AGGREGATE (CV)	CU FT	51.00	\$0.01	\$0.51
88A	CLEAN AND TELEWISE SANITARY SEWER	LIN FT	155.00	\$2.75	\$426.25
89	SANITARY MANHOLE ADJUSTMENTS	LUMP SUM	1.00	\$16,950.00	\$16,950.00
90	TRENCH EXCAVATION AND STABILIZATION	LUMP SUM	1.00	\$7,440.00	\$7,440.00
91	REINSTALL HYDRANT	EACH	1.00	\$1,000.00	\$1,000.00
TOTAL					\$85,895.46

Reason for Change Order:

During excavation, concerns about the existing trench for the sanitary forcemain arose. During the connection of the proposed sanitary sewer, the stability of the forcemain trench came into question, therefore the proposed sanitary sewer and water main alignments were revised to move farther north to avoid the existing forcemain trench. This change order has been reviewed by both SEH and City Staff.

Attachments:

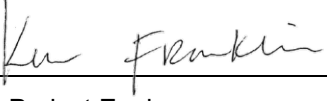
Revised Drawing Nos.1, 16, and 18, dated 09/01/2026.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$1,096,603.07	10/16/2026	06/25/2027
Net increase (decrease) from previous Change Order No. 1 to 1:	(\$4,813.56)	No Change	No Change
Contract price prior to the Change Order:	\$1,091,789.51	10/16/2026	06/25/2027
Net increase (decrease) of this Change Order:	\$85,895.46	No Change	No Change
Contract price with all approved Change Orders:	\$1,177,684.97	10/16/2026	06/25/2027

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.

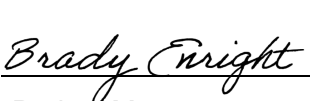
RECOMMENDED:

SEH
2351 Connecticut Avenue, Suite 300
Sartell, MN 56377

By: 
Title: Project Engineer
Date: 08/25/2026

ACCEPTED:

Northern Lines Contracting
11039 Lamont Avenue NE
Hanover, MN 55341

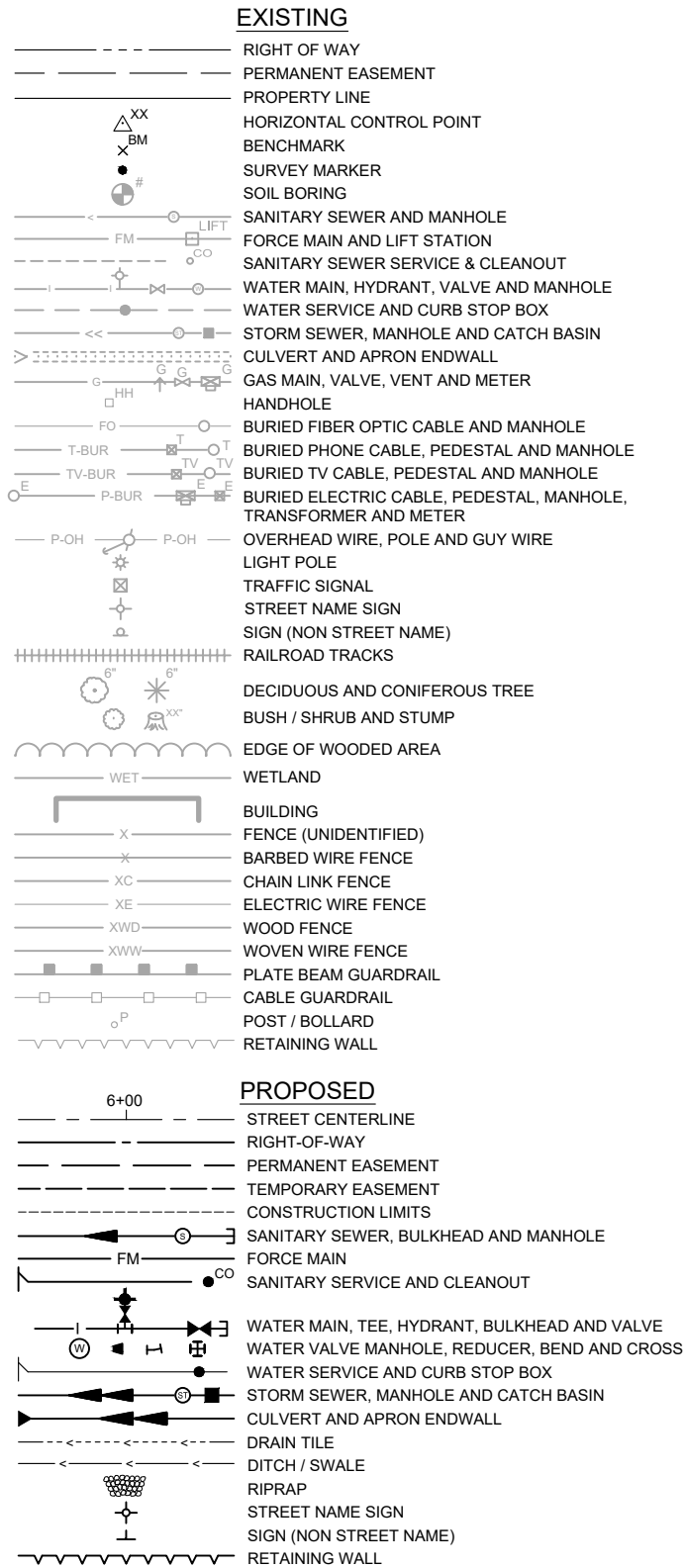
By: 
Title: Project Manager
Date: 8-26-26

APPROVED:

City of Foley
251 4th Avenue North
Foley, MN 56329

By: _____
Title: _____
Date: _____

Save: 8/19/2026 4:12 PM klorla Plot: 8/19/2026 4:15 PM X:\F\J\F\OLEY\187473\5-final-dsgn\51-drawings\10-Civil\cad\dwg\sheet\Final Design\FO187473TL.dwg



4	KJT	9/1/2026	SHEETS 1, 16, AND 18
3	KJT	6-2-2026	SHEETS 1, 2, 9-14, 16, 18-21, 24, 25, AND 28
2	KJT	3-17-2026	SHEETS 1 AND 2
1	KJT	3-12-2026	SHEETS 1, 2, 21, AND 28
NO.	BY	DATE	REVISIONS

CITY OF FOLEY, MINNESOTA

CONSTRUCTION PLANS FOR

SITE GRADING, SANITARY SEWER, WATER MAIN, STORM SEWER, STREET PAVING, TURF RESTORATION, AND WALK

SOUTH FAIRWAY ESTATES, PHASE 1



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.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES AND STORM SEWER TABULATION
3	CONSTRUCTION NOTES & STRUCTURE SCHEDULES
4-8	DETAILS
9	TYPICAL SECTIONS
10	ALIGNMENT PLAN
11	REMOVAL PLAN
12	UTILITY PLAN
13	PHASE 1 GRADING PLAN
14	FUTURE PHASE 1 & PHASE 2 GRADING PLAN
15	GRADING PLAN DETAILS
16-18	SANITARY SEWER & WATER MAIN PLAN & PROFILE
19-22	STREET & STORM SEWER PLAN & PROFILE
23	INTERSECTION DETAILS
24	POND DETAILS
25-27	SWPPP
28	EROSION CONTROL & TURF ESTABLISHMENT PLAN

THIS PLAN CONTAINS 28 SHEETS.

PROJECT LOCATION

CITY OF FOLEY, BENTON COUNTY

CONSTRUCTION DOCUMENTS

FOLEY, MINNESOTA

PHONE: 320.229.4300
2351 CONNECTICUT AVE S
SUITE 300
SARTELL, MN 56377
www.sehinc.com

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
Signature

Date: 02-10-2026 Lic. No. 56772

PROJECT NO.
FOLEY 187473

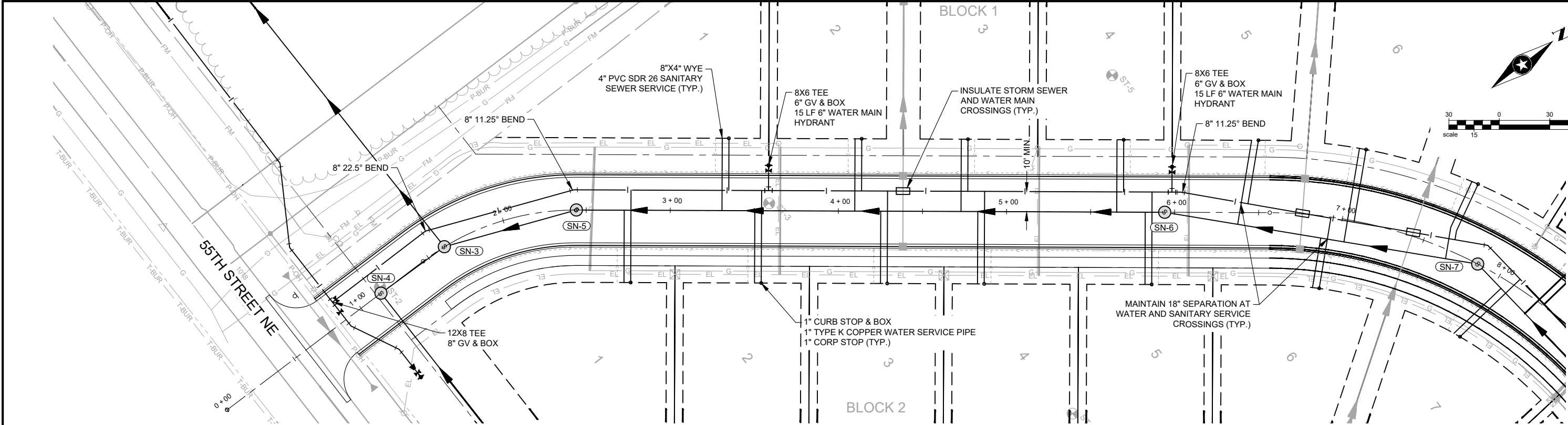
1
of 28

NOTE:

THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENT EXISTING UTILITIES".

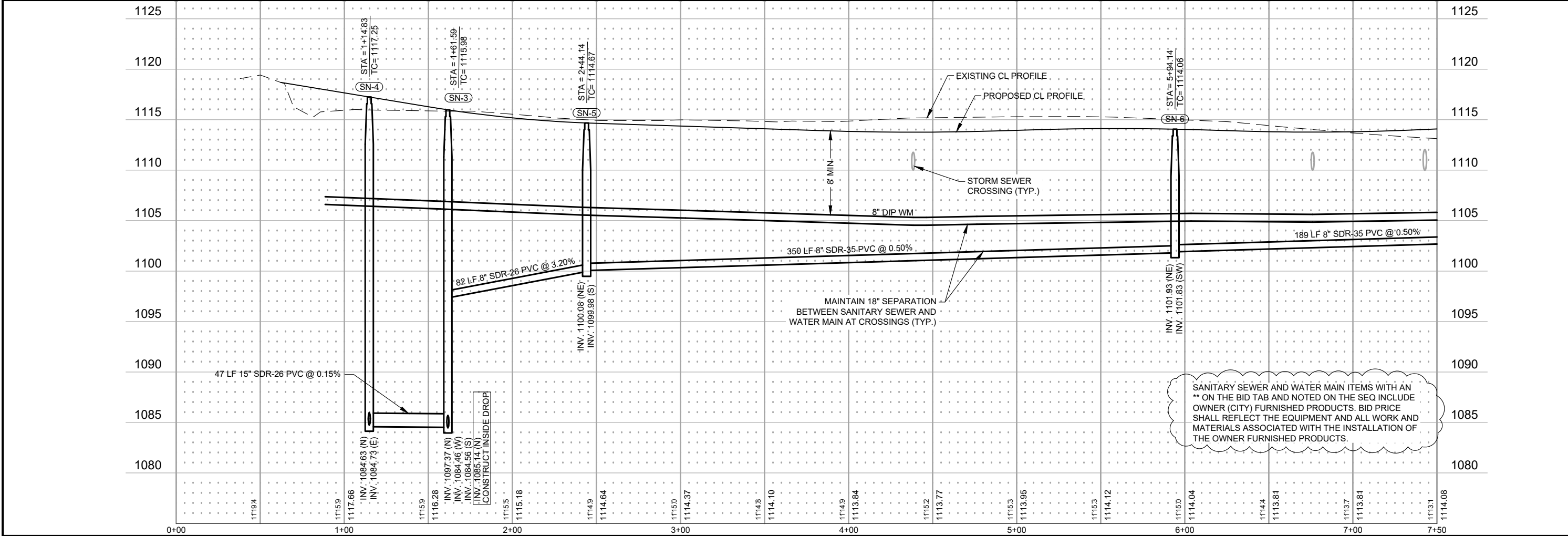
THE CONTRACTOR SHALL CALL THE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

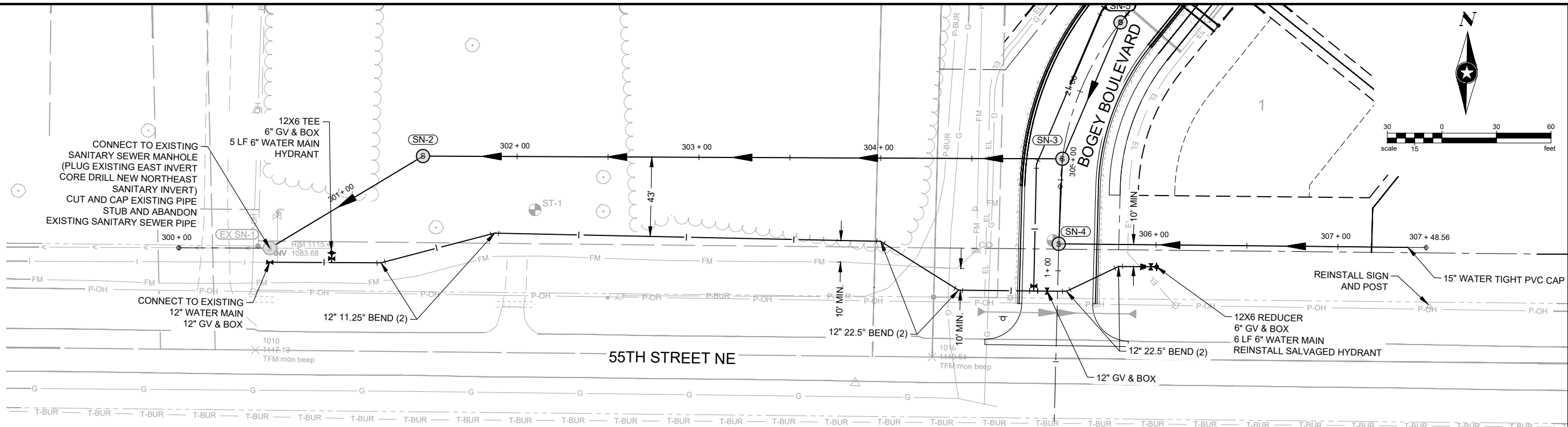




BENCHMARK EL. 1111.51LT
TNH GOLF CT ENTRANCE (LT)

BENCHMARK EL. 1119.51RT
TNH MAINTENANCE ROAD ENTRANCE (RT)

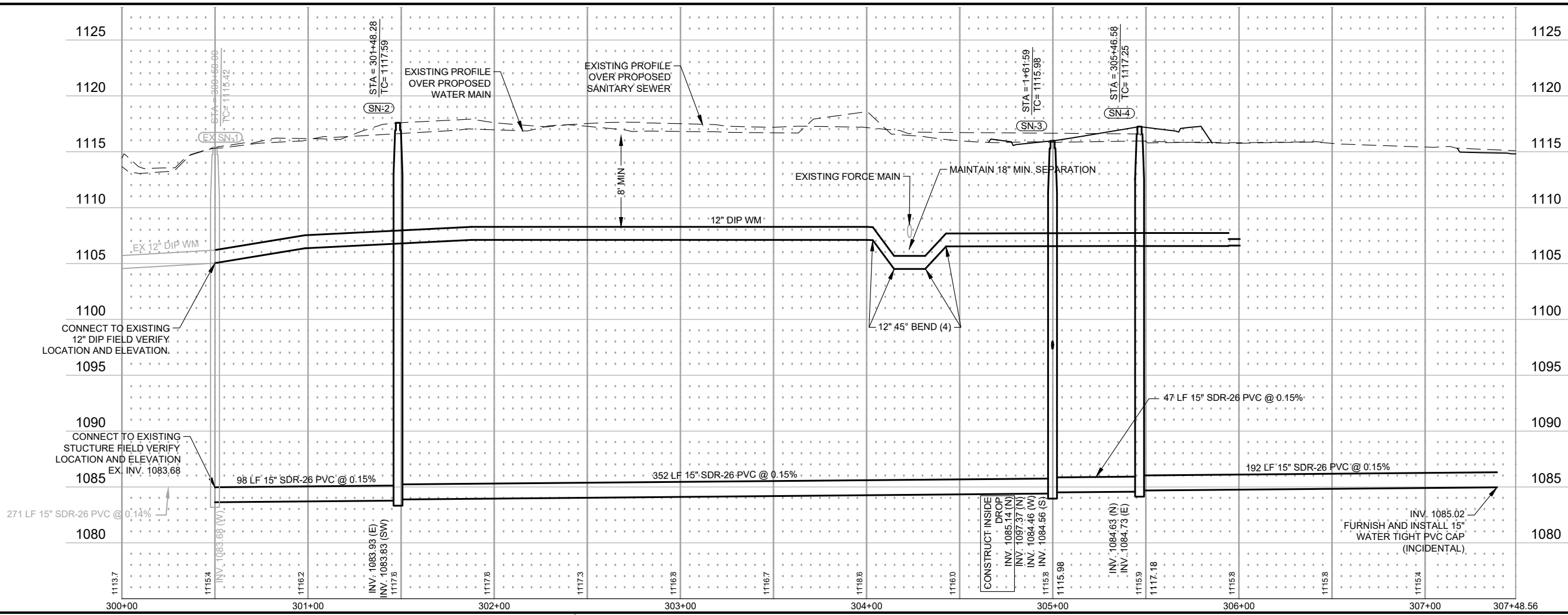




BENCHMARK EL. 1111.51LT
TNH GOLF CT ENTRANCE (LT)

55TH STREET NE TRUNK LINE

BENCHMARK EL. 1119.51RT
TNH MAINTENANCE ROAD ENTRANCE (RT)



SEH Project			Sheet Revision Issue			Date			SOUTH FAIRWAY ESTATES			SANITARY SEWER & WATER MAIN			18		
FOLEY 187473			Description			Date			FOLEY, MINNESOTA			PLAN & PROFILE			of 28		
Drawn By			KJT			9-01-2026											
Designed By			KLF			6-23-2026											
Checked By			JRG			3-12-2026											
			Rev. #			Rev. #			JAROD GRIFFITH, PE			DATE			LICENSE NO.		
			1			1			02-10-2026			56772					
			CHANGE ORDER 2														
			DELETE TRAIL														
			ADDENDUM 2														

Contract Number: FOLEY 187473
Pay Request Number: 2

Project Number	Project Description
FOLEY 187473	2026 South Fairway Estates – Phase 1

Contractor: Northern Lines Contracting, Inc. 11039 Lamont Avenue Northeast Hanover, MN 55341	Vendor Number: N/A Up To Date: 08/18/2026
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Contract Amount

Original Contract	\$1,096,603.07
Contract Changes	(\$4,813.56)
Revised Contract	\$1,091,789.51

Work Certified To Date

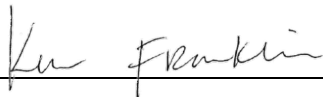
Base Bid Items	\$357,987.46
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$357,987.46

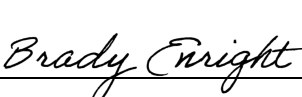
Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$262,159.96	\$357,987.46	\$17,899.37	\$91,036.12	\$249,051.97	\$340,088.09
Percent: Retained: 5%			Percent Complete: 32.79%		

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: Northern Lines Contracting, Inc.





Date 08/26/2026

Date 8-26-26

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	2026-06-23	\$95,827.50	\$4,791.38	\$91,036.12
2	2026-08-18	\$262,159.96	\$13,107.99	\$249,051.97

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
DEVELOPMENT		\$68,010.58	\$3,400.53	\$60,465.12	\$4,144.93	\$64,610.05
TRUNK		\$289,976.88	\$14,498.84	\$30,571.00	\$244,907.04	\$275,478.04

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
FOLEY 187473	Local	\$4,144.93	\$702,815.03	\$724,303.40	\$64,610.05
FOLEY 187473	Local	\$244,907.04	\$388,974.48	\$372,299.67	\$275,478.04

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	1	MOBILIZATION	LUMP SUM	\$64,000.00	1	0.25	\$16,000.00	0.75	\$48,000.00
Base Bid	2	2	CLEARING	ACRE	\$10,500.00	0.25	0.65	\$6,825.00	0.65	\$6,825.00
Base Bid	3	3	GRUBBING	ACRE	\$10,500.00	0.25	0.65	\$6,825.00	0.65	\$6,825.00
Base Bid	4	4	CLEAR TREE	EACH	\$525.00	2	3	\$1,575.00	3	\$1,575.00
Base Bid	5	5	GRUB TREE	EACH	\$525.00	2	3	\$1,575.00	3	\$1,575.00
Base Bid	6	6	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4.00	115	0	\$0.00	0	\$0.00
Base Bid	7	7	REMOVE BITUMINOUS PAVING	SQ YD	\$8.00	54	0	\$0.00	0	\$0.00
Base Bid	8	8	SALVAGE AND REINSTALL SIGN AND POST	EACH	\$185.00	1	0	\$0.00	0	\$0.00
Base Bid	9	9	REMOVE HYDRANT, GATE VALVE AND BOX, AND TEE	LUMP SUM	\$650.00	1	1	\$650.00	1	\$650.00
Base Bid	10	10	REMOVE DI PIPE	LIN FT	\$15.00	68	68	\$1,020.00	68	\$1,020.00
Base Bid	11	11	REMOVE STORM SEWER CULVERT	LIN FT	\$15.00	24	24	\$360.00	24	\$360.00
Base Bid	12	12	TRAFFIC CONTROL	LUMP SUM	\$3,000.00	1	0.75	\$2,250.00	0.75	\$2,250.00
Base Bid	13	13	EXCAVATION - COMMON (CV)	CU YD	\$5.20	12719	0	\$0.00	9550	\$49,660.00
Base Bid	14	14	EXCAVATION - SUBGRADE (CV)	CU YD	\$0.01	815	0	\$0.00	0	\$0.00
Base Bid	15	15	COMMON EMBANKMENT (CV)(ONSITE MATERIAL INCLUDES TOPSOIL)	CU YD	\$1.65	8179	0	\$0.00	5000	\$8,250.00
Base Bid	16	16	TOPSOIL BORROW SPECIAL (CV)	CU YD	\$0.01	1059	0	\$0.00	0	\$0.00
Base Bid	17	17	AGGREGATE BASE CL 5 (CV) 100% CRUSHED QUARRY ROCK	CU YD	\$58.00	2300	1.26	\$73.08	1.26	\$73.08
Base Bid	18	18	AGGREGATE SURFACING (CV), CLASS 2	CU YD	\$82.00	30	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	19	19	AGGREGATE BASE CL 5 (P) (CV) 100% CRUSHED QUARRY ROCK (TRAIL)	CU YD	\$63.00	105	0	\$0.00	0	\$0.00
Base Bid	20	20	AGGREGATE EMBANKMENT, CL 5 (CV)(VARIABLE DEPTH EXCAVATION)	CU YD	\$0.01	815	0	\$0.00	0	\$0.00
Base Bid	21	21	GEOTEXTILE FABRIC TYPE 7	SQ YD	\$2.90	6755	0	\$0.00	0	\$0.00
Base Bid	22	22	GEOTEXTILE FABRIC TYPE 7 (TRAIL)	SQ YD	\$2.90	600	0	\$0.00	0	\$0.00
Base Bid	23	23	1.5" TYPE SP 9.5 WEARING COURSE MIXTURE (3.C)(SPWEA340C)	TON	\$83.00	495	0	\$0.00	0	\$0.00
Base Bid	24	24	2" TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3.C)(SPWEB340C)	TON	\$76.00	636	0	\$0.00	0	\$0.00
Base Bid	25	25	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.10	255	0	\$0.00	0	\$0.00
Base Bid	26	26	BITUMINOUS TAPER	LIN FT	\$16.00	104	0	\$0.00	0	\$0.00
Base Bid	27	27	D418 MODIFIED CONCRETE CURB & GUTTER	LIN FT	\$20.00	1860	0	\$0.00	0	\$0.00
Base Bid	28	28	6" CPE PIPE DRAIN W/ SOCK	LIN FT	\$9.00	1860	0	\$0.00	0	\$0.00
Base Bid	29	29	5" CONCRETE WALK	SQ FT	\$7.15	5240	0	\$0.00	0	\$0.00
Base Bid	30	30	TRUNCATED DOMES	SQ FT	\$69.00	40	0	\$0.00	0	\$0.00
Base Bid	31	31	2" NMC CONDUIT	LIN FT	\$18.50	1070	0	\$0.00	0	\$0.00
Base Bid	32	32	HANDHOLE	EACH	\$2,200.00	3	0	\$0.00	0	\$0.00
Base Bid	33	33	PRIVATE UTILITY TRENCHING	LIN FT	\$8.00	144	0	\$0.00	0	\$0.00
Base Bid	34	34	SEEDING	ACRE	\$575.00	4.5	0	\$0.00	0	\$0.00
Base Bid	35	35	FERTILIZER TYPE 2	POUND	\$1.00	1800	0	\$0.00	0	\$0.00
Base Bid	36	36	SEED NORTHERN BOULEVARD	POUND	\$6.00	1125	0	\$0.00	0	\$0.00
Base Bid	37	37	HYDRAULIC BONDED FIBER MATRIX	POUND	\$2.00	11250	0	\$0.00	0	\$0.00
Base Bid	38	38	TEMPORARY STABILIZATION	ACRE	\$0.01	5.4	0	\$0.00	0	\$0.00
Base Bid	39	39	SEDIMENT CONTROL LOG	EACH	\$80.00	4	0	\$0.00	0	\$0.00
Base Bid	40	40	ROLLED EROSION PREVENTION CATEGORY 25 (EROSION CONTROL BLANKET)	SQ YD	\$2.10	1965	0	\$0.00	0	\$0.00
Base Bid	41	41	RIPRAP, CLASS III	CU YD	\$100.00	132	0	\$0.00	0	\$0.00
Base Bid	42	42	STREET SWEEPING	HOUR	\$185.00	8	0	\$0.00	0	\$0.00
Base Bid	43	43	ROCK CONSTRUCTION ENTRANCE	EACH	\$1,000.00	1	1	\$1,000.00	1	\$1,000.00
Base Bid	44	44	BIOROLL	LIN FT	\$3.50	55	300	\$1,050.00	300	\$1,050.00
Base Bid	45	45	CULVERT END CONTROL	EACH	\$200.00	5	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	46	46	SILT FENCE, TYPE MS	LIN FT	\$2.25	3000	380	\$855.00	3010	\$6,772.50
Base Bid	47	47	SIGN PANELS TYPE C	SQ FT	\$58.00	15	0	\$0.00	0	\$0.00
Base Bid	48	48	12" RC PIPE CLV	LIN FT	\$49.00	44	0	\$0.00	0	\$0.00
Base Bid	49	49	15" RC PIPE CLV	LIN FT	\$53.00	169	0	\$0.00	0	\$0.00
Base Bid	50	50	18" RC PIPE CLIII	LIN FT	\$56.00	638	0	\$0.00	0	\$0.00
Base Bid	51	51	12" RC APRON	EACH	\$1,000.00	2	0	\$0.00	0	\$0.00
Base Bid	52	52	15" RC APRON	EACH	\$1,050.00	2	0	\$0.00	0	\$0.00
Base Bid	53	53	18" RC APRON	EACH	\$1,110.00	4	0	\$0.00	0	\$0.00
Base Bid	54	54	JET CLEAN STORM SEWER	LIN FT	\$2.00	851	0	\$0.00	0	\$0.00
Base Bid	55	55	SUMP PUMP LOT SERVICE	EACH	\$420.00	18	0	\$0.00	0	\$0.00
Base Bid	56	56	DRAINAGE STRUCTURE, DESIGN H	EACH	\$2,175.00	2	0	\$0.00	0	\$0.00
Base Bid	57	57	DRAINAGE STRUCTURE 48-4020	EACH	\$3,300.00	2	0	\$0.00	0	\$0.00
Base Bid	58	58	48" POND SKIMMER STRUCTURE	EACH	\$6,600.00	1	0	\$0.00	0	\$0.00
Base Bid	59	59	CONNECT TO EXISTING WATER MAIN	EACH	\$12,000.00	1	1	\$12,000.00	1	\$12,000.00
Base Bid	60	60	HYDRANT **	EACH	\$1,000.00	4	0	\$0.00	0	\$0.00
Base Bid	61	61	12" GATE VALVE AND BOX	EACH	\$5,800.00	2	1	\$5,800.00	1	\$5,800.00
Base Bid	62	62	8" GATE VALVE AND BOX **	EACH	\$420.00	1	0	\$0.00	0	\$0.00
Base Bid	63	63	6" GATE VALVE AND BOX **	EACH	\$385.00	4	0	\$0.00	0	\$0.00
Base Bid	64	64	12" WATER MAIN - DUCTILE IRON CL 50	LIN FT	\$107.00	490	36	\$3,852.00	36	\$3,852.00
Base Bid	65	65	8" WATER MAIN - DUCTILE IRON CL 52 **	LIN FT	\$21.00	935	0	\$0.00	0	\$0.00
Base Bid	66	66	6" WATER MAIN - DUCTILE IRON CL 52 **	LIN FT	\$25.00	78	0	\$0.00	0	\$0.00
Base Bid	67	67	3" INSULATION	SQ YD	\$32.00	12	0	\$0.00	0	\$0.00
Base Bid	68	68	DUCTILE IRON FITTINGS	POUND	\$17.00	650	0	\$0.00	0	\$0.00
Base Bid	69	69	8"X6" TEE (MJ) **	EACH	\$255.00	3	0	\$0.00	0	\$0.00
Base Bid	70	70	8" - 22-1/2 DEGREE BEND (MJ-MJ) **	EACH	\$170.00	3	0	\$0.00	0	\$0.00
Base Bid	71	71	8" - 11-1/4 DEGREE BEND (MJ-MJ) **	EACH	\$170.00	2	0	\$0.00	0	\$0.00
Base Bid	72	72	TRACER WIRE SYSTEM (WATER)	EACH	\$3,900.00	1	0	\$0.00	0	\$0.00
Base Bid	73	73	1" CORPORATION **	EACH	\$110.00	18	0	\$0.00	0	\$0.00
Base Bid	74	74	1" CURB STOP **	EACH	\$110.00	18	0	\$0.00	0	\$0.00
Base Bid	75	75	1" TYPE K COPPER WATER SERVICE **	LIN FT	\$17.00	805	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	76	76	CONNECT TO EXISTING SANITARY SEWER MANHOLE (PLUG AND CORE DRILL)	EACH	\$27,000.00	1	1	\$27,000.00	1	\$27,000.00
Base Bid	77	77	8" PVC SANITARY SEWER (SDR 35) **	LIN FT	\$25.00	713	0	\$0.00	0	\$0.00
Base Bid	78	78	8" PVC SANITARY SEWER (SDR 26)	LIN FT	\$45.00	126	0	\$0.00	0	\$0.00
Base Bid	79	79	15" PVC SANITARY SEWER (SDR 26)(PS115)	LIN FT	\$297.00	490	497	\$147,609.00	497	\$147,609.00
Base Bid	80	80	SANITARY SEWER MANHOLE (0 - 8 FT)	EACH	\$6,150.00	7	3	\$18,450.00	3	\$18,450.00
Base Bid	81	81	EXCESS MANHOLE DEPTH	LIN FT	\$100.00	91.68	73.9	\$7,390.00	73.9	\$7,390.00
Base Bid	82	82	CONSTRUCT 8" OUTSIDE DROP	VERT FT	\$550.00	12.23	0	\$0.00	0	\$0.00
Base Bid	83	83	COARSE FILTER AGGREGATE (CV)	CU YD	\$0.01	423	87.92	\$0.88	87.92	\$0.88
Base Bid	84	84	8" X 4" PVC SERVICE WYE (SDR 26) **	EACH	\$115.00	18	0	\$0.00	0	\$0.00
Base Bid	85	85	4" PVC SERVICE PIPE (SDR 26)(INCLUDING RISER PIPE) **	LIN FT	\$18.00	825	0	\$0.00	0	\$0.00
Base Bid	86	86	4" PVC SERVICE 45 DEGREE BEND (SDR26)(SPIGOT X GASKET) **	EACH	\$10.00	36	0	\$0.00	0	\$0.00
Base Bid	87	87	TRACER WIRE SYSTEM (SANITARY)	EACH	\$3,500.00	1	0	\$0.00	0	\$0.00
Base Bid	88	88	CLEAN AND TELEWISE SANITARY SEWER	LIN FT	\$2.75	1329	0	\$0.00	0	\$0.00
Totals:								\$262,159.96		\$357,987.46

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FOLEY 187473	CO1	2	2 CLEARING (ACRE)	\$10,500.00	0.4	\$4,200.00	ADJ				
FOLEY 187473	CO1	3	3 GRUBBING (ACRE)	\$10,500.00	0.4	\$4,200.00	ADJ				
FOLEY 187473	CO1	4	4 CLEAR TREE (EACH)	\$525.00	1	\$525.00	ADJ				
FOLEY 187473	CO1	5	5 GRUB TREE (EACH)	\$525.00	1	\$525.00	ADJ				
FOLEY 187473	CO1	13	13 EXCAVATION - COMMON (CV) (CU YD)	\$5.20	-1586	(\$8,247.20)	ADJ				
FOLEY 187473	CO1	15	15 COMMON EMBANKMENT (CV)(ONSITE MATERIAL INCLUDES TOPSOIL) (CU YD)	\$1.65	-431	(\$711.15)	ADJ				
FOLEY 187473	CO1	16	16 TOPSOIL BORROW SPECIAL (CV) (CU YD)	\$0.01	-352	(\$3.52)	ADJ				
FOLEY 187473	CO1	18	18 AGGREGATE SURFACING (CV), CLASS 2 (CU YD)	\$82.00	-30	(\$2,460.00)	ADJ				
FOLEY 187473	CO1	19	19 AGGREGATE BASE CL 5 (P) (CV) 100% CRUSHED QUARRY ROCK (TRAIL) (CU YD)	\$63.00	-105	(\$6,615.00)	ADJ				

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FOLEY 187473	CO1	22	22 GEOTEXTILE FABRIC TYPE 7 (TRAIL) (SQ YD)	\$2.90	-600	(\$1,740.00)	ADJ				
FOLEY 187473	CO1	29	29 5" CONCRETE WALK (SQ FT)	\$7.15	-190	(\$1,358.50)	ADJ				
FOLEY 187473	CO1	30	30 TRUNCATED DOMES (SQ FT)	\$69.00	-40	(\$2,760.00)	ADJ				
FOLEY 187473	CO1	33	33 PRIVATE UTILITY TRENCHING (LIN FT)	\$8.00	324	\$2,592.00	ADJ				
FOLEY 187473	CO1	34	34 SEEDING (ACRE)	\$575.00	0.9	\$517.50	ADJ				
FOLEY 187473	CO1	35	35 FERTILIZER TYPE 2 (POUND)	\$1.00	360	\$360.00	ADJ				
FOLEY 187473	CO1	36	36 SEED NORTHERN BOULEVARD (POUND)	\$6.00	225	\$1,350.00	ADJ				
FOLEY 187473	CO1	37	37 HYDRAULIC BONDED FIBER MATRIX (POUND)	\$2.00	2250	\$4,500.00	ADJ				
FOLEY 187473	CO1	38	38 TEMPORARY STABILIZATION (ACRE)	\$0.01	0.9	\$0.01	ADJ				
FOLEY 187473	CO1	40	40 ROLLED EROSION PREVENTION CATEGORY 25 (EROSION CONTROL BLANKET) (SQ YD)	\$2.10	63	\$132.30	ADJ				
FOLEY 187473	CO1	46	46 SILT FENCE, TYPE MS (LIN FT)	\$2.25	80	\$180.00	ADJ				
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Change Order No. 1	06/23/2026	(\$4,813.56)

Contract Total	\$357,987.46
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Contract Number: FOLEY 188243
Pay Request Number: 1

Project Number	Project Description
FOLEY 188243	2026 Lead Water Service Line Replacement

Contractor: Triple E Water & Sewer LLC 5232 Hanson Court North Crystal, MN 55429	Vendor Number: N/A Up To Date: 08/14/2026
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Contract Amount

Original Contract	\$360,908.50
Contract Changes	\$37,066.00
Revised Contract	\$397,974.50

Work Certified To Date

Base Bid Items	\$103,492.00
Contract Changes	\$4,000.00
Material On Hand	\$0.00
Total	\$107,492.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$107,492.00	\$107,492.00	\$5,374.60	\$0.00	\$102,117.40	\$102,117.40
Percent: Retained: 5%			Percent Complete: 27.01%		

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: Triple E Water & Sewer LLC

Date 08/26/2026

Date 08/26/2026

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	2026-08-14	\$107,492.00	\$5,374.60	\$102,117.40

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 188243		\$107,492.00	\$5,374.60	\$0.00	\$102,117.40	\$102,117.40

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
FOLEY 188243	Local	\$102,117.40	\$397,974.50	\$360,908.50	\$102,117.40

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	1	MOBILIZATION	LUMP SUM	\$15,000.00	1	0.75	\$11,250.00	0.75	\$11,250.00
Base Bid	2	2	CLEARING	EACH	\$150.00	4	0	\$0.00	0	\$0.00
Base Bid	3	3	GRUBBING	EACH	\$150.00	4	0	\$0.00	0	\$0.00
Base Bid	4	4	REMOVE CONCRETE STEPS	EACH	\$1.00	1	0	\$0.00	0	\$0.00
Base Bid	5	5	REMOVE CONCRETE CURB	LIN FT	\$1.00	392	0	\$0.00	0	\$0.00
Base Bid	6	6	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.00	251	0	\$0.00	0	\$0.00
Base Bid	7	7	REMOVE CONCRETE PAVEMENT	SQ YD	\$1.00	450	0	\$0.00	0	\$0.00
Base Bid	8	8	SALVAGE MAILBOX	EACH	\$1.00	9	0	\$0.00	0	\$0.00
Base Bid	9	9	SALVAGE LANDSCAPE	SQ YD	\$1.00	2	0	\$0.00	0	\$0.00
Base Bid	10	10	SALVAGE FENCE	LIN FT	\$1.00	42	0	\$0.00	0	\$0.00
Base Bid	11	11	SALVAGE CONCRETE PAVERS	SQ FT	\$1.00	7	0	\$0.00	0	\$0.00
Base Bid	12	12	COMMON EMBANKMENT	CU YD	\$15.00	100	0	\$0.00	0	\$0.00
Base Bid	13	13	SELECT GRANULAR BACKFILL (LV)	CU YD	\$38.00	100	0	\$0.00	0	\$0.00
Base Bid	14	14	GRAVEL DRIVEWAY RESTORATION	SQ YD	\$25.00	4	0	\$0.00	0	\$0.00
Base Bid	15	15	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$165.00	39	12	\$1,980.00	12	\$1,980.00
Base Bid	16	16	BITUMINOUS DRIVEWAY RESTORATION	SQ YD	\$81.00	13	0	\$0.00	0	\$0.00
Base Bid	17	17	BITUMINOUS STREET RESTORATION	SQ YD	\$55.00	238	0	\$0.00	0	\$0.00
Base Bid	18	18	TRACER WIRE SYSTEM	LUMP SUM	\$3,800.00	1	0	\$0.00	0	\$0.00
Base Bid	19	19	TELEWISE AND LOCATE SANITARY SEWER SERVICE (PRE & POST CONSTRUCTION)	EACH	\$500.00	39	5	\$2,500.00	5	\$2,500.00
Base Bid	20	20	PREPARE FINISHED BASEMENT FOR WATER SERVICE REPLACEMENT	EACH	\$600.00	5	1	\$600.00	1	\$600.00

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	21	21	CONNECT TO EXISTING INDOOR PLUMBING	EACH	\$1,900.00	39	12	\$22,800.00	12	\$22,800.00
Base Bid	22	22	CONNECT TO EXISTING WATER SERVICE, CURB STOP	EACH	\$150.00	15	12	\$1,800.00	12	\$1,800.00
Base Bid	23	23	CONNECT TO EXISTING WATER SERVICE	EACH	\$200.00	24	0	\$0.00	0	\$0.00
Base Bid	24	24	PROVIDE FILTER PITCHER	EACH	\$50.00	39	12	\$600.00	12	\$600.00
Base Bid	25	25	INDOOR PLUMBING TO RELOCATE WATER METER, COPPER	LIN FT	\$80.00	10	10	\$800.00	10	\$800.00
Base Bid	26	26	INDOOR PLUMBING TO RELOCATE WATER METER, PEX	LIN FT	\$65.00	10	107	\$6,955.00	107	\$6,955.00
Base Bid	27	27	1" HDPE SERVICE PIPE REPLACEMENT	LIN FT	\$62.00	1775	563	\$34,906.00	563	\$34,906.00
Base Bid	28	28	CURB STOP & BOX	EACH	\$550.00	24	0	\$0.00	0	\$0.00
Base Bid	29	29	CURB STOP BOX	EACH	\$250.00	15	12	\$3,000.00	12	\$3,000.00
Base Bid	30	30	3" INSULATION	SQ YD	\$30.00	14	0	\$0.00	0	\$0.00
Base Bid	31	31	CASTING ASSEMBLY SPECIAL	EACH	\$135.00	3	0	\$0.00	0	\$0.00
Base Bid	32	32	4" CONCRETE WALK	SQ FT	\$8.00	3092	0	\$0.00	0	\$0.00
Base Bid	33	33	CONCRETE STEPS	EACH	\$800.00	1	0	\$0.00	0	\$0.00
Base Bid	34	34	CONCRETE CURB	LIN FT	\$32.00	417	0	\$0.00	0	\$0.00
Base Bid	35	35	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$75.00	111	0	\$0.00	0	\$0.00
Base Bid	36	36	INSTALL MAILBOX	EACH	\$25.00	9	0	\$0.00	0	\$0.00
Base Bid	37	37	INSTALL LANDSCAPE	SQ YD	\$250.00	2	0	\$0.00	0	\$0.00
Base Bid	38	38	INSTALL FENCE	LIN FT	\$30.00	42	0	\$0.00	0	\$0.00
Base Bid	39	39	INSTALL CONCRETE PAVERS	SQ FT	\$30.00	7	0	\$0.00	0	\$0.00
Base Bid	40	40	ELECTRICAL SERVICE GROUND	EACH	\$200.00	39	39	\$7,800.00	39	\$7,800.00
Base Bid	41	41	TRAFFIC CONTROL	LUMP SUM	\$8,500.00	1	0.75	\$6,375.00	0.75	\$6,375.00
Base Bid	42	42	CONIFEROUS TREE 6' HT B&B	EACH	\$350.00	1	0	\$0.00	0	\$0.00
Base Bid	43	43	DECIDUOUS TREE 2" CAL B&B	EACH	\$300.00	4	0	\$0.00	0	\$0.00
Base Bid	44	44	STORM DRAIN INLET PROTECTION	EACH	\$85.00	23	5	\$425.00	5	\$425.00
Base Bid	45	45	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$3.50	1190	210	\$735.00	210	\$735.00
Base Bid	46	46	TURF ESTABLISHMENT	SQ YD	\$5.75	962	168	\$966.00	168	\$966.00
Totals:								\$103,492.00		\$103,492.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FOLEY 188243	CO1	47	0 MOBILIZATION (LUMP SUM)	\$1,800.00	1	\$1,800.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	48	0 REMOVE CONCRETE PAVEMENT (SQ YD)	\$1.00	82	\$82.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	49	0 STREET SWEEPER (WITH PICKUP BROOM) (HOUR)	\$165.00	4	\$660.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	50	0 TRACER WIRE SYSTEM (LUMP SUM)	\$450.00	1	\$450.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	51	0 TELEVIEW AND LOCATE SANITARY SEWER SERVICE (PRE & POST CONSTRUCTION) (EACH)	\$500.00	4	\$2,000.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	52	0 CONNECT TO EXISTING INDOOR PLUMBING (EACH)	\$1,900.00	4	\$7,600.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	53	0 CONNECT TO EXISTING WATER SERVICE (EACH)	\$200.00	4	\$800.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	54	0 PROVIDE FILTER PITCHER (EACH)	\$50.00	4	\$200.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	55	0 INDOOR PLUMBING TO RELOCATE WATER METER, COPPER (LIN FT)	\$80.00	9	\$720.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	56	0 1" HDPE SERVICE PIPE REPLACEMENT (LIN FT)	\$62.00	131	\$8,122.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	57	0 CURB STOP & BOX (EACH)	\$550.00	4	\$2,200.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	58	0 CASTING ASSEMBLY SPECIAL (EACH)	\$135.00	1	\$135.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	59	0 4" CONCRETE WALK (SQ FT)	\$8.00	420	\$3,360.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	60	0 6" CONCRETE DRIVEWAY PAVEMENT (SQ YD)	\$75.00	35	\$2,625.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	61	0 ELECTRICAL SERVICE GROUND (EACH)	\$1,000.00	4	\$4,000.00	ITM	\$4.00	\$4,000.00	4	\$4,000.00
FOLEY 188243	CO1	62	0 TRAFFIC CONTROL (LUMP SUM)	\$1,000.00	1	\$1,000.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	63	0 STORM DRAIN INLET PROTECTION (EACH)	\$85.00	4	\$340.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	64	0 SEDIMENT CONTROL LOG TYPE WOOD FIBER (LIN FT)	\$3.50	120	\$420.00	ITM	\$0.00	\$0.00	0	\$0.00
FOLEY 188243	CO1	65	0 TURF ESTABLISHMENT (SQ YD)	\$5.75	96	\$552.00	ITM	\$0.00	\$0.00	0	\$0.00
Contract Change Totals:									\$4,000.00		\$4,000.00

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Change Order No. 1	06/02/2026	\$37,066.00

Contract Total	\$107,492.00
-----------------------	---------------------

From: [Jarod Griffith](#)
To: [Sarah Brunn](#)
Subject: 9/1 Council Packet
Date: Wednesday, August 26, 2026 10:56:57 PM
Attachments: [FOLEY - SLA - 2025 LSL Addition Construction Services - 2026-09-01.pdf](#)

Good Evening Sarah-

See the attached Construction Services SLA for the 2025 LSL project. Please add this to the September 1st Council packet for the Council's consideration. In our original Construction Services SLA, I estimated the contractor would complete 2 service replacements per day and take 34 observation hours. The contractor replaced less than 2 services per day and took 78 observation hours. Punch list items remain. Engineering Services are funding eligible.

SEH items for this councils meeting should be the following:

1. South Fairway Estates Pay App
2. South Fairway Estates Change Order
3. 2026 LSL Pay App
4. 2025 LSL Construction Services SLA

Let me know if there is something else I am forgetting.

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](#)

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 the Supplemental Letter Agreement between City of Foley, and Short Elliott Hendrickson Inc., effective June 2, 2026, this Supplemental Letter Agreement dated July 1, 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, United States

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.

- **Additional Construction Administration and Construction Observation Services:**
 - Tied to unknown complications encountered, the Contractor replaced less than 2 services per day on average (original SLA assumed 2 per day)
 - Make periodic site visits by Engineer to observe progress and quality of executed work of Contractor(s).
 - Provide up to 46 additional Resident Project Representative (RPR) hours of observation (original SLA assumed up to 34 hours).

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 September 2026.

Payment:

The fee is hourly estimated to be \$9,700 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 rate.

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.

By:



Full Name:

Jarod Griffith

Title:

Project Manager

City of Foley

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. ***[Attach Rates]***

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.

From: [Jim Oman](#)
To: [Sarah Brunn](#)
Cc: [Monty Headley](#)
Subject: Benton Parking Revised Estimate
Date: Wednesday, August 26, 2026 5:57:59 PM
Attachments: [image.png](#)

Sarah-

I've revised your quantities as discussed and as shown on the survey and have come up with 2,100sy of road that the city of Foley would be responsible for. At \$25.64/sy* that would come to \$53,844.

*This does not include any base material that may be required should we need to touch up soft spots or address low areas in the crown/profile. Should such areas be identified, no work will be done without the consultation and approval of the City regarding costs and the means of repair.

Remember, this is a rough estimate and we will get firm pricing from our subcontractors once a PR has been issued with the new plans. Also remember that this estimate is for the complete removal and replacement of the asphalt and not a mill and overlay as we discussed.

Let me know if you have any questions.

Thanks,
Jim

Jim Oman

CELL: 612.578.7676
EMAIL: joman@contegritygroup.com
101 First Street SE, Little Falls, MN 56345



From: [Mark Pappenfus](#)
To: [Sarah Brunn](#)
Subject: FOLEY AMI INSTALL PRICING 08/20/2026
Date: Tuesday, August 25, 2026 10:57:42 AM
Attachments: [M075264929.pdf](#)

Sarah,

As part of our upgrade to the new Neptune water meter system, we installed 2 new Gateway Meter readers upon startup. We also purchased an additional Gateway for the South end near Lange Lift Station to cover everything on the far South end of town and out to South Fairway Estates. As the price of installation of this 3rd Gateway continues to increase and we will soon need this South site, I would like to get Council Approval to move ahead with this installation yet this Fall. Total cost is \$24,999 Ferguson Waterworks, under our bid limit.

Let me know if you need anything else.

Thanks, Mark

Mark Pappenfus
City of Foley Public Works Director



FERGUSON WATERWORKS #2518
1694 91ST AVE NE
BLAINE, MN 55449-4311

Phone: 763-560-5200
Fax: 763-560-1799

Deliver To:
From: Brian Rollins
brian.rollins@ferguson.com
Comments:

16:29:15 AUG 24 2026

Page 1 of 1

FERGUSON ENTERPRISES LLC #2518

Price Quotation
Phone: 763-560-5200
Fax: 763-560-1799

Bid No: B185506
Bid Date: 04/27/26
Quoted By: BRR

Cust Phone: 320-968-7260
Terms: NET 10TH PROX

Customer: CITY OF FOLEY
PO BOX 709
METER ACCOUNT
FOLEY, MN 56329

Ship To: CITY OF FOLEY
PO BOX 709
METER ACCOUNT
FOLEY, MN 56329

Cust PO#: AMI/POLE INSTA

Job Name: METER ACCOUNT

Item	Description	Quantity	Net Price	UM	Total
FNACC	NEPTUNE - ACCY INST	1	24999.000	EA	24999.00

Net Total: \$24999.00
Tax: \$0.00
Freight: \$0.00
Total: \$24999.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=29368>



Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600055337
Nebraska 14777 (OC)
Mississippi 820067336

L6070PRMC-CWP WEB QUOTE #2993082

Date: 8/24/2026 8:00:56 AM

-- Customer Information --

Pappenfus, Mark

149583

City of Foley

mpappenfus@ci.foley.mn.us

32069687260

Quote Provided By

Arnold's of St. Cloud, Inc.

Dan Phelps

2995 Quail Rd NE

Sauk Rapids, MN 56379

email: dphelps@arnoldsinc.com

phone: 3202512585

-- Standard Features --

-- Custom Options --



Grand L 70 Series

L6070PRMC-CWP

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

ENGINE

Kubota Common-Rail System (CRS)
Electronically Controlled Direct Fuel Injection
4 Cylinder Engine
Turbocharged with Intercooler
EPA Tier 5 Compliant
130 Amp Charging Output
12 V - 680 CCA Battery Capacity
Dual Air Cleaner Element
Engine Start Security (Pre-set passcode)
Electronic Engine Control
Rev-limiter Control
RPM Dual Memory
Diesel Particulate Filter (DPF)
Engine Model: V2403-CR-TIE5
SAE Gross HP: 60.0
PTO HP: 53.0
Displacement: 148.5 cu. in.

INSTRUMENTS

K-Command Display
Tachometer
Indicator Display Area
Fuel Gauge
Coolant Temperature Gauge
Clock
Travel Direction & Gear Range Display
Travel Speed
Engine Hour Meter
Particular Matter (PM) Gauge
Dynamic Performance Monitors

FEATURES

LED Lighting
Daytime Running Lights
H-DS Lever
Horn
Tilt and Telescoping Steering Wheel
Cup & Phone Holder
Storage Compartment
Display Control Device
(Jog Dial / Push, Back, Home & Menu Button)
Electrical & USB Type-A Outlet
Multi-Function Control Loader Joystick
RPM Memory Switches (A & B)
Side Mirrors

TRANSMISSION

Hydrostatic Drive - iHST Plus
Rear Differential Lock
3 Forward and Reverse Ranges (L-M-H)
Wet Disc Brakes
Auto Throttle Advance (ATA)
Hydro Dual Speed (H-DS)
iHST Throttle Response
Stall Guard
iHST Load Sensing Modes
iHST Drive Models
(General, Loader, Cutter, Road, Snow)
Cruise Control

HYDRAULICS / 3-PT HITCH

Open Center Hydraulics
Tandem Gear Pumps
Hydraulic Pump Capacity:
9.8 GPM

SAE Category 1, 2 3-Point Hitch
Lift Capacity: 3858 lbs @ lift points, 2976 lbs @ 24" behind Telescoping Stabilizers

POWER TAKE OFF

Live Independent with Hydraulic Clutch
Rear PTO - 1 Speed
SAE Standard 1 3/8" Six Spline
540 RPM @ 2258 Eng. RPM
Electric over Hydraulic PTO Switch

FRONT AXLE

Hydrostatic Power Steering
Cast Iron with Bevel Gear 4WD
Tread Spacing (Non-adjustable)

SELECTED TIRES

sub720
FRONT - 300/70R16.5 R14T 116A8 GDYR
REAR - 440/80R24 R14T 135A8 GDYR

L6070PRMC-CWP Base Price: \$68,296.00

Selected Kubota Attachments

(1) Grand L70 Mid-PTO Kit \$513.00
L4608-Grand L70 Mid-PTO Kit

(1) Grand L70 Cloth Grammer Seat \$1,780.00
L6034-Grand L70 Cloth Grammer Seat

(1) Grand L70 Rear View Camera \$305.00
L4601-Grand L70 Rear View Camera

Total Kubota Attachments: \$2,598.00

Total Attachments: \$2,598.00

Configured Price: \$70,894.00

Sourcewell Discounts:

Kubota Items: (\$15,596.68)

Total Discount: (\$15,596.68)

SUBTOTAL: \$55,297.32

Factory Assembly: \$325.00

Kubota Item Fees:

Dealer Assembly: \$0.00

Freight Cost: \$793.75

PDI: \$400.00

L5571 - Large Frame Hitch \$3,930.00

L5561 - Mid PTO drive kit \$1,530.00

L5541 - Rear reinforcement kit \$975.00

L706 - Sweeper Adapter \$400.00

L4477 = 72" rotary broom \$7,043.00

BL2178 - side caster wheels \$635.00

Additional Labor Broom Install \$2,100.00

Additional Labor PDI - Seat, Camera, Block heater install \$1,250.00

Trade - New Holland TN60DA (\$12,000.00)

Trade - 72" Sweepster Broom and Hydraulic Pump (\$1,500.00)

Total Unit Price: \$61,179.07

Quantity Ordered: 1

Final Sales Price: \$61,179.07

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

From: [Mark Pappenfus](#)
To: [Sarah Brunn](#)
Subject: Sourcewell quote for New Kubota L6070
Date: Wednesday, August 26, 2026 2:54:32 PM
Attachments: [SKM_360i26082410540.pdf](#)

Sarah,

Attached for Council Packet is a quote for the purchase of a new Kubota L6070 Compact Utility Tractor for the Public Works Department. This purchase was originally budgeted as part of the 2025 Equipment CIP but was delayed until this year. The attached quote includes the trade-in of our current 2005 TN-60A New Holland Tractor and 7' Sweepster Broom from this Unit. The total price of this new tractor and front broom, less trade in is \$61,179.07 from Arnold's Equipment of Sauk Rapids. We have allotted \$63,000 in this year's CIP for this purchase. This quote is a Sourcewell quote so this will cover our bidding requirements.

Thanks, Mark

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

FIRE PROTECTION CONTRACT AMENDMENT

BY THIS CONTRACT, the City of Foley, Minnesota, and the Township of **Alberta**, County of **Benton**, Minnesota, do hereby amend Article IV (A.) to read as follows:

- A. To pay to the City annually the sum equal to .0225% of its 2024 estimated market value for the 2025 contract, .0225% of its 2025 estimated market value for the 2026 contract, and the same rate (dollar amount) as 2026 for the 2027 contract. In order to get the locked rate for 2027, payment must be made on or before June 30th. 2027. If payment is not made by June 30th, the contract rate shall be .0225% of the 2026 market value. The amounts paid under this provision shall be used by the City to maintain, replace, and buy additional fire equipment.

All other provisions of the original contract remain the same.

This amendment shall be in effect from and after the 1st day of January, 2027, for a term of one year from that date.

Approved by the City Council this _____ day of _____, 20_____.

The City of Foley, Minnesota

By _____
Mayor

Attest:

City Administrator

Approved by the Town Board this _____ day of _____, 20_____.

The **Town of Alberta** of **Benton County**, Minnesota

By _____
Chairman of the Town Board

Attest:

Clerk

LOAN SERVICING AGREEMENT

This LOAN SERVICING AGREEMENT (“Agreement”) is made by and between **CENTER FOR ENERGY AND ENVIRONMENT**, with offices at 212 Third Avenue North, Suite 560, Minneapolis, Minnesota 55401 (“CEE”) and **(Client -Full Name-)**, with offices at _____ (“Client”).

RECITALS

In consideration of their mutual undertakings and payments provided for herein, the parties recite, covenant, and agree to the following:

- A. CEE is a non-profit corporation engaged in the servicing of development loans; and represents that it is qualified and authorized to perform the services described herein; and
- B. Client originates, purchases, owns, and/or manages loans that benefit economically distressed or declining areas, disadvantaged persons, neighborhoods or community revitalization, foster job creation, or other section 501(c)(3) charitable purposes; and
- C. CEE is authorized by Client to function as a servicing agent under the terms of this agreement; and
- D. Client now desires to have CEE perform the duties set forth herein for the loans covered by this Loan Servicing Agreement (the “Agreement”).

NOW, THEREFORE, CEE and Client agree as follows:

1. *Duties of CEE*

CEE shall, at all times and with respect to all loans identified by Client (the “Client Loans”) which it has been engaged by the Client to service, employ its normal and regular servicing activities in the servicing of Client Loans to perform those responsibilities specifically set forth on Exhibit A (the “Services”). The parties acknowledge that, from time to time, the Services may be modified at the request of the Client and agreement by CEE. Such changes shall be mutually agreed upon and are not effective unless agreed to in writing by the execution of a revised Exhibit A.

2. *Effective Date*

CEE shall commence servicing activities under this agreement effective on the following date: _____, 20__ (“Effective Date”) and shall continue until terminated as provided in Section 17 of this Agreement.

3. *Servicing Compensation and Reimbursement*

Client shall compensate CEE for the Services in accordance with the fee schedule attached as Exhibit B of this Agreement and reimburse CEE for any of CEE's out of pocket third-party costs of recordation, perfecting or releasing liens, legal costs incurred, servicing of notices, repossession, foreclosure, and other similar costs paid by CEE on behalf of Client with respect to CEE's actions on specific Client Loan(s) (the "Fees"). CEE shall retain any late fee payments collected from borrower. CEE shall retain fees owed from Fund Remittance as provided in Exhibit A. CEE shall issue a report to Client showing fees netted with funds remitted to Client. Following the Initial Term, as hereinafter defined, CEE may increase the Fees from time to time by providing an updated Exhibit B to Client at least sixty (60) days prior to effective date of the new fee schedule and no more than one time annually.

4. *Initial Boarding of Clients*

In making this Agreement, CEE represents, warrants, and agrees to provide Client the Information for each Client Loan and the loan documents related to the Client Loans upon request.

For purposes of this Agreement, "Information" shall include the following:

- Borrower Full Name
- Property Address, if Secured
- Loan Amount
- Interest Rate
- Term
- Closing Date
- Monthly Payment Amount
- Payoff Date
- Amortization Schedule
- Closing Documents
- Servicing Records
- Complaint Resolution
- Collections Records (for Delinquent Accounts only)

Client will cooperate with CEE, and provide CEE such information and documents as may be necessary in CEE's discretion to perform its duties under this Agreement, reconcile any loan balance information provided to CEE, and CEE may rely in good faith on information provided to it by Client.

5. *Ongoing Boarding of Client Loans*

On a regular basis, following the Effective Date of this Agreement, CEE will notify Client of newly originated Loans for which it will service under the terms of this Agreement.

Client represents, warrants, and agrees to cooperate with CEE, and provide CEE such information as may be necessary to perform its duties under this Agreement, reconcile any loan balance information provided to CEE, and CEE may rely in good faith on information provided to it by Client.

CEE represents, warrants, and agrees to onboard loans accurately according to the provisions provided by Client and shall, subject to Section 26. Force Majeure of this Agreement, remedy any onboarding errors within five (5) business days (or such shorter period as may be required by applicable law) after receipt of notice of such errors.

6. *Reports the Property of Client*

All reports, documents, and materials delivered by CEE to Client pursuant to this Agreement are the exclusive property of Client. Client may use any work product prepared by CEE in such manner, for such purpose, and as often as Client shall deem advisable, in whole, in part, or in modified form, without further compensation to CEE.

7. *Nature of Agreement*

CEE shall perform all of its services and duties hereunder at its own expense and without cost or charge to Client except as expressly provided in Exhibit B of this Agreement.

Governmental Approvals. CEE has obtained and will maintain in full force and effect, and satisfy at all times, all related eligibility criteria in order to maintain in full force and effect, without material impairment, suspension or revocation, all municipal, local, or other applicable governmental approvals, registrations, qualifications, permits, licenses, and other applicable authorizations that are required or necessary to perform and conduct the services and CEE's business in accordance with Applicable Requirements, as hereinafter defined.

For purposes of this Agreement, "Applicable Requirements" shall mean:

- (1) All applicable federal, state, and local legal and regulatory requirements binding upon CEE related to the performance of the Services;
- (2) All other final judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions applicable to CEE; and
- (3) The reasonable and customary practices of prudent loan servicing providers that offer the same types of services as CEE for the same types of loans serviced by CEE in the jurisdictions in which CEE operates.

8. *Disaster Recovery*

CEE shall take all commercially reasonable precautions to mitigate the risks to information regarding the Client Loans in connection with disruptions to business operations due to fire, flood, storm, epidemic illness, equipment failure, sabotage, terrorism, natural disaster, disaster caused by humans, or electronic data system failures;

CEE shall keep duplicate records of all electronic information in its possession or control pertaining to Client Loans and shall store at least one copy of such duplicate records in a site remote from its main offices in the following manner:

- (1) Full backups of daily files for 7 consecutive days (weekly backup);
- (2) Full weekly backups rolled into monthly backups;
- (3) Monthly backups rolled into yearly files and kept for 7 years from the date loan is paid off;
- (4) Full daily backups of Cloud Data;
- (5) Daily Cloud backups rolled up into Monthly files and moved out of the Cloud into magnetic storage after 30 days;
- (6) In the event of a natural disaster or catastrophic failure of CEE's electronic data system, CEE shall have a period not to exceed 45 days from the date of such catastrophe to recover or reconstruct such lost data necessary for compliance with its disaster recovery obligations.

**The Cloud Provider's policy is subject to change. CEE will notify Client of any material changes in the event that they affect the security of the loans.*

9. *Equal Opportunity Employment*

CEE shall comply with all applicable provisions of the Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.). CEE is an equal opportunity employer and will not discriminate against any person on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, status with regards to public assistance, or any other characteristic protected by law.

10. *Compliance*

General. CEE shall comply with all Applicable Requirements.

Vendors. From time to time, CEE may engage vendors to perform certain tasks that may be included in CEE's performance of the Services. CEE shall follow commercially reasonable practices designed to ensure that any Services performed by vendors are in compliance with the Applicable Requirements and this Agreement.

Policies and Procedures. CEE will maintain and follow written internal policies and procedures related to the Applicable Requirements in connection with providing services to Client, including

without limitation, policies and procedures for internal quality control, employee hiring and training, and other methods that ensure compliance.

Audit Rights. Client will have the right to audit CEE, at Client's own expense and not more than once per calendar year, for purposes of evaluating compliance with the terms of this Agreement. CEE will require full cooperation and will be responsible for assuring full cooperation by its employees and vendors in connection with such audits. CEE will and shall cause any vendor that performs tasks related to the Services to allow Client and its counsel, accountants, and other representatives, as well as the applicable regulatory authorities of Client, reasonable access upon thirty (30) days advance written notice and only during normal business hours, to all of CEE and vendors' files, books and records directly relating to the Services performed for Client under this Agreement. CEE will provide, and shall require the vendor to provide, to Client, or obtain for Client, access to such properties, records, and personnel as Client may reasonably require, and shall provide Client with CEE's most recent audited financial statements and the names, resumes, and proof of any required licensures for all relevant personnel employed by CEE, the Client and its representatives and affiliates shall treat all information obtained in such investigation that is not otherwise in the public domain as confidential. CEE shall make financial statement audits available to Client on an annual basis, including any SSAE -16 audits that may be performed on behalf of CEE. CEE shall remit annual financial statement audit reports to Client upon request.

11. Cooperation.

Client agrees that it shall (a) promptly deliver to CEE (i) any communications that Client receives from a borrower relating to such borrower's loan, and (ii) any communication Client receives from any regulator, state or federal agency or other governmental entity relating to any borrower's loan that is being serviced by CEE or otherwise relating to CEE's loan servicing activities, and (b) cooperate with CEE regarding any claim, dispute, regulatory examination or investigation related to Client's loans and the services provided to Client by CEE under this Agreement.

12. Indemnity

CEE and Client each agree to indemnify, defend, and hold the other and each of their respective officers, directors, employees, agents, counsel, advisors, and representatives (each, an "Indemnified Party") harmless from and against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees, and expenses incurred by Indemnified Party arising out of any actions, demands, investigations, proceedings, claims, counterclaims, or defenses, made by or on behalf of any third party related to the failure of CEE or Client to perform its duties in compliance with the terms of this Agreement. Notwithstanding the foregoing, neither CEE nor Client shall indemnify any such Indemnified Party if such acts, omissions, or alleged acts constitute fraud, gross negligence, willful misconduct, or breach of fiduciary duty by such Indemnified Party. Neither CEE nor Client shall have an obligation to appear with respect to, prosecute, or defend any legal action which is not incidental to this Agreement.

13. *Taxes*

Neither CEE nor Client shall be responsible to the other party for any taxes owed by such party, including, without limitation, any federal, state, or local income or franchise taxes or other taxes, imposed on or measured by income received by such party (or any interest or penalties with respect thereto or arising from a failure to comply therewith) that are required to be paid by such party in connection herewith to any taxing authority.

14. *Reliance.*

CEE and Client, and any director, officer, employee, or agent of CEE or Client respectively, may rely on any document of any kind which it, in good faith, reasonably believes to be genuine and to have been adopted or signed by the proper authorities or persons respecting any matters arising hereunder.

15. *Insurance*

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
Professional Liability	\$1,000,000	Aggregate Limit
Workers Compensation		Statutory Limit

16. *Limitation of Liability*

CEE's role is strictly limited to the Services. Client will be solely responsible for making all decisions concerning the management of the Client Loans. At all times, Client will be responsible for the accuracy of all information provided to CEE, and CEE may rely on any document of any kind which it, in good faith, reasonably believes to be genuine and to have been adopted or signed by the proper authorities or persons respecting any matters arising hereunder. The sole duty of CEE is to exercise ordinary care in its performance of the obligations described in this Agreement. Client agrees that CEE, its officers, directors, agents, and employees ("CEE Representatives") will not be liable for events or circumstances beyond their reasonable control. Client and CEE agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith.

Neither party shall be liable to the other or any other person for any indirect, incidental, consequential, punitive or special damages whatsoever (including without limitation, any damages claimed for loss of income, revenue, or profits or for loss of goodwill) arising from or related to services provided pursuant to this agreement. The exclusive remedy available to Client shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by CEE of its duties under this agreement. Notwithstanding anything to the contrary in this Agreement, CEE's total aggregate liability arising out of or related to this

Agreement shall not exceed the total amount of fees paid by Client to CEE pursuant to this agreement during the twelve (12) months immediately preceding the event giving rise to such action, excluding any third party costs.

17. *Term of Agreement: Termination*

The initial term shall commence on the Effective Date and continue for a period of three (3) years (the “Initial Term”). Thereafter, the Agreement shall automatically renew for successive one (1) year periods, unless CEE or Client provides written notice of non-renewal or amendment to the other party at least sixty (60) days before the end of the then current term. Notwithstanding the preceding, on the date corresponding to sixty days prior to the initial three-year anniversary, the contract will automatically extend to the next one-year anniversary date, unless notice of termination is given as specified in the following paragraph.

Either Client or CEE may terminate servicing by CEE with respect to any Client Loan or all Client Loans upon (a) ninety (90) days prior written notice delivered to the other party via email (and duly acknowledged by the other party) or (b) upon the occurrence of a CEE Termination Event (as defined below). Upon such termination, CEE shall promptly supply appropriate reports, documents, promissory notes, and other information as requested by Client or any person or entity designated by Client and shall use its commercial best efforts to effect the orderly and efficient transfer or servicing to the Client or a new servicer designated by Client subject to the fees described in Exhibit B.

If any of the following events with respect to CEE shall occur and be continuing, it shall be a “Termination Event”:

- A. Any failure by CEE to remit any payment required to be made under the terms of the Agreement which continues un-remedied for a period of ten (10) business days after such payment was required to be made (and such cured failure shall not be deemed a Termination Event); provided, however, that any such failure shall not constitute a Termination Event if such delay or failure could not have been prevented by the exercise of reasonable diligence by CEE, or such delay or failure was caused by events subject to Section 26. Force Majeure; or
- B. Any material breach by CEE or Client of their respective representations and warranties contained herein that materially and adversely affects the interests of the other, or any failure on the part of CEE or Client to observe or perform in any material respect any of the covenants or agreements other than as described in subsection A of this Section 14 and that continues un-remedied for a period of thirty (30) days after the date on which notice of such breach, requiring the same to be remedied, shall have been given to by the non-breaching party to the breaching party; provided, however, that if the breaching party certifies to the non-breaching party

that it has in good faith attempted to remedy such breach, such cure period will be extended to the extent necessary to permit breaching party to cure such breach; or

- C. CEE or Client shall suffer a material adverse change in its financial condition that affects its ability to perform its obligations under this Agreement; or
- D. CEE or Client is subject to a bankruptcy or other proceeding relating to its liquidation or insolvency, or a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against CEE or Client and such decree or order shall have remained in force, undischarged or un-stayed for a period of sixty (60) days; or
- E. CEE or Client shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets or liabilities, or similar proceedings of or relating to CEE or Client or of or relating to all or substantially all of such party's property; or
- F. CEE or Client shall admit in writing its inability to pay its debts as they become due, file a petition to take advantage of any application insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

18. *Assignment of Rights*

This Agreement may not be assigned by Client except with prior written consent of CEE, which consent shall not to be unreasonably withheld. CEE may not assign its rights under this Agreement without the prior written consent of Client.

19. *Independent Contractor*

Nothing herein contained shall be deemed or construed to create a co-partnership or joint venture between the parties hereto and the services of CEE shall be rendered as an independent contractor and not as an agent for Client, its successors and assigns, or any obligors or noteholders under the Client Loans.

20. *Amendments*

This Agreement may not be amended or modified except by a written agreement signed by the parties in interest at the time of such modification. Notwithstanding the foregoing, CEE may adjust the Fees by providing an updated Exhibit B as set for in Section 3 and all other Schedules may be changed by mutual agreement.

21. *Confidentiality*

Neither Client nor CEE shall disclose or use any Confidential Information of the other party or its affiliates, and each party will keep such Confidential Information confidential and will require that its affiliates, officers, employees, contractors, vendors, and advisors who have access to such Confidential Information comply with such non-disclosure and non-use obligations.

Notwithstanding the forgoing, Client or CEE may provide such Confidential Information as required pursuant to a court or administrative subpoena, court order or other such legal process or requirement of law; provided, however, that it shall endeavor to promptly notify the other of such request, order or requirement, unless such notice is prohibited by statute, rule, or court order. Nothing herein shall require either Client or CEE to fail to honor a subpoena, court or administrative order, or a requirement of law on a timely basis.

Notwithstanding this section, CEE is expressly permitted to release information to borrowers upon written request regarding their specific loans; and, following receipt of borrower's written authorization to release information, CEE is expressly authorized to release such information regarding that borrower's loan to a third party.

CEE shall cause vendors, if any, not to use or disclose any Confidential Information of Client except in compliance with this Agreement. Notwithstanding the foregoing, a vendor may disclose Confidential Information as required pursuant to a court or administrative subpoena, order or other such legal process or requirement of law; provided, however, that it shall first notify Client of such request or requirement, unless such notice is prohibited by statute, rule or court order. CEE shall not, on Client's behalf, require a vendor to fail to honor a subpoena, court or administrative order, or a requirement of law on a timely basis. CEE shall also cause vendors not to remove any Confidential Information from Client premises without Client's prior written authorization.

Each party shall limit access to the other party's Confidential Information to only those of its employees and agents who require such access in performing their duties hereunder. CEE agrees to either return the Confidential Information to Client or destroy the Confidential Information upon completion of the work or, in any event, upon termination of the Agreement between the parties. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information. Notwithstanding anything to the contrary in this Agreement, Confidential Information may be disclosed to a party's accountants, attorneys, insurers, regulators and consultants. Notwithstanding the foregoing, a party may retain one archival copy of Confidential Information that may be used solely to demonstrate compliance with this Agreement, Applicable Law, and internal policies and procedures.

“Confidential Information” for purposes of this agreement, shall mean any information of CEE, Client, or their respective affiliates, whether written or oral, including:

- A. Financial Information, marketing plans, and personnel records;
- B. Technical and non-technical data, including without limitation, customer lists, customer information, customer non-public information, fee schedules, forms, information, business and management methods, trade secrets, compilation and analysis of financial information and data to prepare and submit bids and proposals to third parties;
- C. Other proprietary or confidential information;
- D. Proprietary computer software, management information and information systems, whether or not such Confidential Information is disclosed or otherwise made available to one party or other pursuant to this Agreement;
- E. Terms and provisions of this Agreement and any transaction or document executed by the parties pursuant to this Agreement.

“Confidential Information” shall not include the following:

- A. Information that is or becomes generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by the receiving party or its affiliates, advisors, or representatives);
- B. Information that is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy to the disclosing party of which the receiving party has knowledge at the time of the disclosure; or
- C. Information that has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or obligation secrecy to the disclosing party.

22. *Attorney In-Fact.* To enable CEE to carry out its obligations under this Agreement, Client hereby

- a. authorizes CEE (and its third-party contractors) on behalf of Client to communicate as Client’s agent with (i) borrowers, guarantors, and others obligated in connection with a Loan by electronic means or otherwise, (ii) credit reporting bureaus and consumer

reporting agencies selected by CEE, and (iii) to do or perform any other acts for purposes of carrying out its obligations hereunder, and

- b. appoints CEE as Client's lawful attorney in fact to sign in the name of Client such documents as are necessary or appropriate for CEE to perform its obligations as contemplated under this Agreement, including without limitation checks and other documents necessary to process payments, proof of claims, and such other documents as Client may approve in writing, which approval shall not be unreasonably withheld or delayed. For the avoidance of doubt, such power-of-attorney shall be revocable, in whole or in part, at the sole discretion of Client; provided that, upon any such revocation, CEE shall not be liable for failure to perform any obligations under this Agreement for which such power-of-attorney is necessary, and such failure may be considered by CEE in its sole discretion as a basis on which to terminate this Agreement.

23. *Transfers.*

Client shall provide CEE with all authorizations and information and shall take all such further steps as may be necessary, in order to authorize and enable CEE to initiate the movement of funds by automated clearing house ("ACH") or other electronic funds transfer.

24. *Notices*

All notices and communications as part of this Agreement must be in writing and, except as otherwise agreed in writing, must be delivered, mailed, faxed, or emailed, to the following addresses:

If to CEE:

Center for Energy and Environment
212 3rd Avenue North, Suite 560
Minneapolis, MN 55401
Attn: Ryan Ellis
Phone: 612.335.5862
Email: rellis@mncee.org

If to Client:

Client Name Here
Client Address
Client Address
Client Contact
Client Phone
Client Email

25. Governing Law

This Agreement and each transaction consummated hereunder shall be deemed to be made under the internal laws of the State of Minnesota and shall be construed in accordance with and governed by the laws of the State of Minnesota, without regard to the choice of law rules of that state, except to the extent that any such laws may now or hereafter be preempted by Federal law.

26. Counterparts

This Agreement may be executed in several counterparts, each which shall be deemed an original, and all of which shall together constitute one and the same instrument.

27. Force Majeure

CEE and Client shall be excused from performing in accordance with the agreement in the event of an occurrence of "Force Majeure". Force Majeure is defined as fire, floods, earthquake, tornado, explosion, catastrophe, accident, war or war-like operations (whether or not a state of war is declared), riot, Acts of God, acts of terrorism, insurrection, order of a Governmental Body and Applicable Laws that prevent performance, to the extent (i) such event of Force Majeure is beyond the reasonable control of the Party claiming Force Majeure, and (ii) the Party claiming Force Majeure gives prompt written notice of the same to the other Party. In the event of any such delay, the sole remedy shall be a time extension for the completion dates required by the Agreement, which extension shall be the time period lost by reason of the Force Majeure.

28. Entire Agreement

This Agreement (including the Exhibits to this Agreement), the Company Disclosure Letter and the Confidentiality Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all other prior agreements and understandings, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement. In the event of any inconsistency between the statements in the body of this Agreement, the Confidentiality Agreement and the Company Disclosure Letter (other than an exception expressly set forth as such in the Company Disclosure Letter), the statements in the body of this Agreement will control.

29. Authorized Persons

CEE will provide a single login user name and password (together with any Client created user name and/or password, the "Credentials") to Client for purposes of accessing CEE's system ("Portal") to obtain reporting regarding Client Loans. Client is encouraged to create its own unique Credentials for use in accessing the Portal promptly after receipt of Credentials from CEE. Client shall be solely responsible for the use and protection of the Credentials. Client agrees to maintain the confidentiality of the Credentials.

Client agrees that it shall be liable for all transactions initiated and authorized by means of the Credentials, whether or not actually authorized by the Client. Client further agrees that any person using the Credentials to access the Portal shall be deemed to be duly authorized by Client

and such person using the Credentials shall be deemed to have full authority to act on behalf of Client. Client agrees to maintain a proper and complete log of individuals to whom it has provided access to Client portal and receipt of reports with respect to Client Loans or Client reports. Client shall promptly modify the Credentials in the event that any person to whom it has given the Credentials is no longer employed by or otherwise affiliated with Client.

Client shall appoint one or more officers or employees who are authorized to act on behalf of Client regarding this Agreement and the services provided by CEE hereunder (“Authorized Users”). CEE shall not be responsible for any correspondence with or access provided to any Authorized User. Client may add or remove Authorized Users by written notice to CEE. CEE may rely on any action taken by an Authorized User until an Authorized User’s authorization has been revoked by Client by written notice to CEE. CEE shall have a reasonable time to process any revocation received pursuant to this section.

Client’s agrees that the failure to protect Credentials may allow an unauthorized party to (i) use the services provided by CEE, (ii) access Client’s electronic communications and financial data, and (iii) send or receive information and communications on behalf of the Client. Unencrypted electronic transmissions are not secure, and Client assumes the entire risk for unauthorized use of Credentials and any unencrypted electronic transmissions. Client undertakes no obligation to monitor transactions initiated by valid Credentials to determine that they are made on behalf of or authorized by Client.

30. Records

Except to the extent otherwise required by Applicable Law, CEE shall retain all records relating to a Client Loan for at least one (1) year following termination of this Agreement or one (1) year from maturity or payoff of a Client Loan unless such documentation is requested by and delivered to Client at an earlier date. The records will be maintained in either hard copy or machine-readable (electronic) format. In the event CEE is no longer in existence, its successor shall continue to retain such records as provided above or deliver the records to Client.

31. Deconversion

In the event of termination of this Agreement, CEE will continue to service all existing Client Loans at the time of termination, at the fees in place at the time of termination. If Client desires to transfer the duties under this Agreement to a new servicer, CEE agrees to provide Client with electronic copies of the Client Loan records in CEE’s standard format at the current rate being charge on a per loan charge by CEE, as well as any additional time charged on a per hour basis.

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

**CENTER FOR ENERGY AND
ENVIRONMENT**

CLIENT (FULL NAME)

By _____
[Insert Name]
Its: _____

By _____
[Insert Name]
Its: _____

LOAN SERVING AGREEMENT

Exhibit B: Pricing Schedule

Activity	Description	Pricing
New Program Setup	Creating the new program in CEE Loan Servicing System and creating reports	\$1,000 one-time fee
New Loan Setup	Loan Boarded to servicing system and quality control review, welcome letter	\$35.00 one-time fee per loan
Standard Servicing Activities – Amortizing and Interest Only Payment Loans	Payment processing, billing notices, customer service, investor reporting, early collections	\$15.00 per loan per month
Standard Servicing Activities- Deferred Loans (no payments)	Payment processing, customer service, investor reporting	\$1.00 per loan per month (no fee if the City has an active amortizing pool serviced by CEE)
Collection Activity	Collection Work for loans past due 15-90 days	\$5.00/loan per month on all amortizing loans
Default Management	Example of activities: Repayment Plan, Forbearance Agreement, Deferment, Extension	\$80.00 per hour plus any charges that may be incurred from 3 rd party vendor.
Subordination Preparation	Review request and Prepare subordination document	\$200.00 per request (Borrower Paid)
Mortgage/Deed of Trust Satisfaction Preparation	Drafting of mortgage/deed of trust satisfaction (excludes recording / filing fees)	\$30.00 one-time fee per loan
Final /Special Processing Transaction	For Charge-off, foreclosure, service release, loans not paid in full but no longer active on the servicing system	\$25.00 per transaction
Conversion/On-Boarding of Amortizing Loans	Boarding Loans previously serviced by a different company	\$70.00 one-time fee per loan
Special Report Programming	Special report creation not included in standard report package	\$150.00 one-time fee per report
Special Reporting Distribution	Monthly maintenance for special reports created for distribution	\$75.00 one-time fee per report
Special Project work	Special requests, such as assistance in audit preparation, special mailings, etc.	\$80.00 per hour plus any charges that may be incurred from 3 rd party vendors.
Non-Standard Servicing Activities	Any additional activities required for servicing a loan not specified in contract	\$80.00 per hour, fee will be set based on time to complete task on a regular basis

LOAN SERVICING AGREEMENT

Exhibit A: Duties of Servicer

NEW LOAN SET UP

Loan Boarding

CEE will board the loan upon origination into CEE's servicing system. For any unsecured loan, CEE will board the new loan within three (3) Business days of origination. For any secured loan, CEE will board the new loan within three (3) Business days after the expiration of the right of rescission. CEE will confirm the funding pool and assure that the new loan draws off the correct pool.

For purposes of this Agreement, "business days" means calendar days other than weekends, official federal holidays, and non-banking holidays.

Reporting

CEE will report all amortizing loans to at least one of the three major credit agencies upon inception as it may designate in its sole discretion.

Quality Control Review

The loan and ACH entry instruction will be reviewed prior to activation to verify the servicing system matches the terms of the promissory note and any other programmatic requirements per the documents submitted.

Welcome Letter

A welcome letter will be sent to borrowers within five (5) business days after boarding. This letter shall include the toll-free customer service number as well as an email address that is available for borrowers to use should they have a question regarding their loan. Customer service is available from 8:00 AM to 4:30 PM Central Time, on "business days". An automatic ACH enrollment form is included in the letter for borrowers to complete and return to CEE if they would like recurring payments to be initiated automatically by CEE. The letter will also contain instructions for borrowers to receive access to the online loan portal where they have access to all their loan information and ability to make payments.

STANDARD SERVICING –AMORTIZING/DEFERRED

Billing

Borrowers with loans that have regularly scheduled payments will receive billing statements on a monthly basis or other appropriate frequency based on terms of the promissory note.

Collection of Loan payments

CEE shall collect payments of principal, interest and any appropriate fees. CEE shall confirm the application of payments to be consistent with the loan documents as part of ongoing due diligence.

Customer Service

CEE shall provide customer service to borrowers from 8:00AM – 4:30 PM Central Time on “business days”. The customer service team is available through the toll free phone number or email at loanservicing@mncee.org. Borrowers will receive a response within five (5) business days following a question submitted to CEE. Borrowers are able to view loan information on the loan portal as well as schedule payments.

Past Due Collections

CEE will make reasonable efforts to maintain loans in a current status and will deal promptly with those which are delinquent in accordance with the Collection Activity section below. CEE will process loan defaults as directed by Client.

Reporting

CEE will provide standard monthly reporting for the prior month’s activities to Client no later than the 10th business day of each month. The standard reports are as listed:

- Loan Trial Balance
- Aged Delinquency
- Principal and Interest Collections
- New Loan
- Paid Loan
- Fee Scheduled
- Fee Earned

Special reports may be added at an additional cost for programming. (See Exhibit B for pricing)

IRS Reporting

CEE shall provide borrowers with the required IRS annual tax reporting.

Funds Remittance

CEE shall remit collected funds less servicing and other applicable fees and any late charges assessed to borrower by the 10th business day of the month. Late charges will be retained by CEE. Funds will be remitted via ACH. An invoice will be distributed detailing the servicing fees. CEE shall remit such funds by means of ACH or other electronic funds transfer to an account designated by Client.

COLLECTION ACTIVITY

Early Delinquency

CEE will make reasonable efforts to maintain loans in a current status and will make reasonable periodic efforts to contact borrowers who are delinquent, in order to encourage payment. Such efforts will be limited to those loans that are no more than 90 days past due.

- CEE will follow customary, usual and prudent business practices in servicing delinquent loans.
- CEE will send delinquency letters for loans 31- 60 days past due.
- CEE will continue sending letters and begin phone calls for loans 61-90 days past due.

Late Delinquency

CEE will make reasonable efforts to contact Borrowers, solicit payments, and return loans to a current status, where the loan has reached 90 or more days past due, in order to encourage payment.

- CEE will follow customary, usual and prudent business practices in servicing delinquent loans.
- CEE will send formal default letters for loans reaching 120 or more days past due.
- CEE shall continue phone calls to borrower at 90 days past due.
- After 120 days past due, Client shall determine next steps and CEE shall have no obligation to take further action regarding delinquent loans until directed by Client.

DEFAULT MANAGEMENT

Client shall be solely responsible for declaring a loan to be in default, and determining whether a loan is to be charged-off.

Loan Modifications

CEE shall respond to Client or Borrower requests for modifications to their loan terms, including Repayment Plans, Forbearance Agreements, Deferments, Extensions, Short Sales (Pre-Foreclosure Sales), or Negotiated Releases of collateral, obligors or guarantors (each a “Loan Modification”).

CEE shall make no decisions independent of the Client. Client shall have final approval of any Loan Modifications, unless Client has instructed CEE in writing that it may approve Loan Modifications pursuant to criteria established by Client.

CEE will follow customary, usual and prudent business practices in its review and processing of Loan Modifications, and keep Client informed of the status of such requests.

Both Client and CEE recognize that time is of the essence in responding to and approving or declining Loan Modification requests.

CEE shall monitor Borrowers for compliance with the terms of the loan modification and make such changes to the loan record as required by the modification terms.

Special Servicing

CEE shall perform special servicing actions and steps at the direction of the Client for loans subject to formal legal proceedings, including Bankruptcy, Foreclosure, Deed-in-lieu of Foreclosure, Collections suits, Repossession, and Charge-offs involving either an obligor(s) or guarantor(s).

CEE shall make no decisions or take actions independent of the Client, who shall have final say in approval of any Special Servicing actions (other than routine steps taken to protect or preserve Clients interests), unless Client has instructed CEE in writing that it may approve and take such actions.

CEE must employ staff with expertise in the above areas and maintain compliance with all applicable regulations.

CEE will follow customary, usual and prudent business practices in its review, processing, and management of Special Servicing of Client loans, and keep Client informed of the status of loans subject to Special Servicing.

Both Client and CEE recognize that time is of the essence in responding to and approving or declining Special Servicing Actions.

CEE shall monitor Borrowers who are subject to Special Servicing, consistent with the governing legal proceedings or requirements, and make such changes to the loan record as required to reflect the Special Servicing requirements. With respect to Bankruptcy, the Special Servicing shall include Filings, Proof of Claim, Repayment Plan setup and monitoring, and discharge/completion processing. (See Exhibit B for pricing)

Other Servicing

CEE shall perform the following additional servicing actions and steps for loans as requested by Client. CEE will follow customary, usual and prudent business practices in providing these services. The Client shall bear all of CEE's out of pocket costs for third parties related to these items. CEE will notify Client of the potential out of pocket costs prior to performing any of the additional actions.

- REO Marketing
- Insurance Inspections
- Default Inspections
- Property Valuation or Appraisal
- Property Preservation and security

SUBORDINATION PREPARATION

CEE will review subordination requests in accordance with the Client's subordination program requirements. Subordinations will be forwarded to the Client for signature if request meets the program requirements. Fees related to the subordination are paid by borrowers.

MORTGAGE SATISFACTION PREPARATION

Loan Payoffs

CEE will process loan payoffs, issue payoff statements as requested by authorized individuals within 30 calendar days and remit funds to Client. CEE shall draft mortgage satisfactions ("Satisfaction") within 30 calendar days after loan is paid in full to ensure funds received are cleared. The Satisfaction is then sent to client for signature. CEE shall provide instructions to borrowers as to how to properly record the Satisfaction. In the event that \$5 (five dollars) or less of principle balance remains, CEE and Client will not attempt to collect the remaining fee and will consider the loan as satisfied.

FINAL/SPECIAL PROCESSING TRANSACTIONS

CEE shall charge additional fees in special circumstances such as a charge-off, foreclosure, servicing release, or any other transaction that is processed on a loan that is not paid in full but is no longer an active loan on the servicing system. This does NOT include processing a paid in full transaction.

City of Foley

Schedule of Current Fees, Charges and Rates

(PROPOSED 01-01-27)

Type	Section	Requirements	Amount
Annexation	105:00	Application Filed	\$400 plus actual costs
Assessment Search		Authorized Request	\$10.00
Auctioneers	530:02	Per Day	\$5.00
Auction License	530:25	Auction License Fee & \$1,000 Bond	Cost determined by City Council and paid at the time application for license or its renewal submitted.
Barbed Wire	1100:02, Subd 10	Application Fee Public Hearing Required	\$5.00
Beer – Off-Sale	425:08 (B)	Annual Application	\$20.00
Beer – On-Sale	425:08 (A)	Annual Application	\$60.00
Beer – Temporary	425:08 (C)	3 Day Maximum	\$25.00
Bingo	550:04, Subd 3	Annual Application & Bond (Taken over by the State)	\$10.00
Building Permit	605:02 & Ord. 319, Sect 3	Application Filed	Refer to attached building permit fee schedule
Cannabis Licensing Fee	TBD	*County Licensing	Follow County Schedule
Cigarettes/Tobacco	520:04	Annual Application	\$150.00
City Council Salary	110:00	Mayor Council	\$150.00 per meeting
City Office Copies			\$0.25 per page
Civil Defense Officer	210:00	Council Appointed	\$120.00
Conditional Use Permit	Ord. 312, Sect 22 Subd 2, 3	Application Filed	\$250.00
Council Room Rent		By Reservation	\$50.00
Certification Fee (for tax collection)		Per Assessment	\$35.00
Demolition Permit	605:08	Application Filed	\$25.00
Dog License	1120:04 1120:08	(One-time license fee) Fee Per Dog Duplicate Tag Impound Fee Boarding Fee	\$20.00 \$5.00 \$50.00 plus boarding fee \$25.00 per day
Driveway Permit	Ord. 319, Sect 7 Subd 3, 18	Application Filed	\$50.00
Engineering Fee		On Permit Application	\$100.00
Excavating Fee	800:06 & Ord. 319, Sect 9 Subd 1, 4	Application Filed	Determined by cost of project based on attached building permit fee schedule

City of Foley

Schedule of Current Fees, Charges and Rates

Type	Section	Requirements	Amount
Fence Permit	Ord. 319, Sect 5 Subd 2, 3	Application Filed	Refer to attached building permit fee schedule
Fire Calls	602:04	Medical Calls Emergency or Rescue Calls	\$150.00 Billed once to recipient, then to township \$300.00 for 1 st hour or fraction thereof \$300.00 for additional hours or fraction thereof
Fire Call Report		Signed Authorization Form	\$5.00 per report
Gambling	540:00, Subd 1	Annual Application & Bond (Taken over by the State)	\$100.00 Paddle Wheel \$10.00 Tipboard \$10.00 Raffle \$50.00 Premises Permit
Handicap Parking	1010:00		\$100.00
Health Officer	215:15	Council Appointed	\$100.00
I/I Penalty	310:34		\$75.00/month
Junk Dealers	535:02	Annual Application & \$2,000 Bond	\$100.00
Liquor License	425:15	Review, First Time Investigation Fee	\$500.00
Off-sale Liquor	425:08 (D)	Annual Application	\$150.00
On-sale Liquor	425:08 (E)	Annual Application	\$1,750.00
Sunday On-sale	425:08 (F)	Annual Application	\$150.00
Combo On/Off-sale	425:08 (G)	Annual Application	\$1,900.00
Temp On-sale Liquor	425:08 (H)	Application Filed	\$100.00
On-sale Wine	425:08 (I)	Annual Application	\$150.00
1 Day Consumption and Display	425:08 (J)	Application Filed	\$100.00
Approval of 1-Day Consumption	425:08 (K)	Application Filed	\$100.00
Culinary Class On-sale	425:08 (L)	Application Filed	\$100.00
Temp Off-sale Wine	425:08 (M)	3 Day Maximum	\$100.00
Brew Pub On-sale	425:08 (N)	Application Filed	\$500.00
Brewer Off-sale	425:08 (O)	Application Filed	\$100.00

City of Foley

Schedule of Current Fees, Charges, and Rates

Type	Section	Requirements	Amount
Brewer Temp On-sale	425:08 (P)	Application Filed	\$100.00
Non-enclosed On-sale	425:08 (Q)	Application Filed	\$100.00
Temp Non-enclosed On-sale	425:08 (R)	Up to 4 Days, 3 times per year	\$100.00
Liquor – Community Festival Event	425:08 (S)	Application Filed	\$100.00 per event
Liquor Violation	425:29		1 st Violation: \$500.00 2 nd Violation: \$1,000.00 3 rd Violation: \$2,000.00
Manufactured Home Park	Ord. 319, Sect 20 Subd 10	Application Filed	
Manufactured Home Relocation	Ord. 319, Sect 20 Subd 3	Application Filed	
Mechanical Permit	702:00	Application Filed	Refer to attached mechanical permit fee schedule
Meter Fee			\$ 2.00/meter/month
Minor Subdivision	Ord. 320, Sect 11 Subd 1 (6)	Application Filed	\$250.00
Non-Sufficient Funds Fee			\$35.00
Park Dedication Fee		On Permit Application	\$150.00 per lot
Park Shelter Rent		By Reservation No option of Lion main w/o kitchen	\$200.00 Holdridge #1 \$150.00 Lion #4 \$75.00 Holdridge #2 or #3 (Non-Refundable)
Parking Ticket	1010:00		\$25.00
Planned Unit Development	Ord. 319, Sect 21 Subd 4, 2	Application Filed	\$250.00
Plat Review Fee	Ord. 320, Sect 4 & Sect 6		\$500.00 Preliminary Plat Fee
Planning/EDA Committee Member	Resolution		\$100.00/year annual stipend
Plumbing Permit	701:00	Application Filed	Refer to attached plumbing permit fee schedule
Police Accident Report		Signed Authorization Form	\$5.00 per report
Police Report		Signed Authorization Form	\$0.25 for each page
Preliminary Plat	Ord. 320 Sect 5 Subd 1	Application Filed	\$500.00 plus actual costs
Public Land Dedication	Ord. 320 Sect 10, Subd 1		\$1000.00 per lot or 1,000.00 sq ft per single family \$300.00 per unit or 400 sq ft per multi family
Razing/Demolishing	605:08	Permit Required	\$25.00
Recording Fee			\$46.00

City of Foley

Schedule of Current Fees, Charges and Rates

Type	Section	Requirements	Amount
Rental Property License	730:03 Subd 1 & Resolution 2007 - 7	Application Filed	Dwelling License: \$30.00 for 1 st unit PLUS \$10.00 per unit thereafter Dwelling Inspection Fee: \$50.00 per unit (inspection + 1 follow up, \$100.00 min) Add'l Inspection Fee: \$50.00 per inspection Late Fees/Penalties: \$25.00 Reinstatement Fee: \$100.00 for 1 st unit reinstated PLUS \$20.00 each add'l unit Background Checks: per Police/Sheriff Dept.
Crime Free Class Fee	730:03	Application Filed	\$30.00
Rezoning	Ord. 319, Sect 23	Application Filed	\$250.00
Sewer Hookup Fee	609:00	On Permit Application	\$1,200.00
Sewer Rates * minimum (2,000 gallons per month)	610:00	Metered off water	\$2.83 per 100 gallons or portion thereof. (2027) Multi-family charged one minimum per unit.
Signs	Ord. 319, Sect 8	Application Filed	Refer to attached building permit fee schedule
Small Animals	1130:08	Application Filed	\$25.00
Small Cell Facility	815:01	Application Filed	\$500.00
Special Building Official Inspection/Facility Compliance	State of Minnesota	Application Filed	\$300.00
Storm Sewer Fee	TBD		\$1.00/utility billing account/month *apartments/trailers – per unit
Subdivision Developer Agreement	Ord. 320, Sect 9		Escrow deposits to cover improvement costs
Swimming Pool Fees	Ord. 408		Age 15 & under: \$5.00 Age 16 & above: \$6.00 (Last increase was 2024)
Swimming Lessons			25 min sessions: \$44.00 50 min sessions: \$88.00 (Last increase was 2024)
Sewer Winter Rate	610:00		Months of May, June, July, August charged sewer based on the average of the 4 months of January-April.
Tax Abatement	Policy	Application Filed	\$15,000 – Projects which require additional professional services in excess of \$15,000 shall be required to reimburse the city for additional expenses.
TIF – Tax Increment Financing	Policy	Application Filed	\$15,000 – Projects which require additional professional services in excess of \$15,000 shall be required to reimburse the city for additional expenses.
Tower Permit	Ord. 319, Sect 9	Application Filed	Refer to attached building permit fee schedule
Transient Merchant	532:00	Application Filed & \$1,000 Bond	\$100.00
Trunk Fees	609:00 Article III (C)	Subdivision or Property Improvement Area Trunk Fee	See 609:00 Article III C Exhibit A, Sewer & Water Area Trunk Fees Schedule Attached
Water Meter & Hookup	620:00	On Permit Application	\$1,500.00

Water Rates *minimum (2,000 gallons per month)	615:0 0	Metered Proposed 10% increase	\$0.92 per 100 gallons *Multi-family charged one minimum per unit. AND \$2/month meter fee to all accounts – added above
Water Bulk Rate			\$1.50 per 100 gallons - \$30.00 minimum billing
Water Disconnect & Re-Connect Fee	615:00		\$100.00 each (one for turn-off, one for turn-on)
Water Meter Reading	615:00	By Public Works	\$35.00 per reading
Water Late Payment	615:00	Late Penalty Fee	\$25.00
Water Test Fee	Mn Dept of Health State Statute		\$1.27 per meter/month
Winter Parking	1010:14, Subd 4		\$25.00
Variance	Ord. 319, Sect 24	Application Filed	\$250.00
Zoning Amendment	Ord. 319, Sect 23	Application Filed	\$250.00

Exhibit A: City of Foley Trunk Water and Sewer Rates
Established in 2005

Land Use	Water Rates				Sewer Rates			
	Trunk Fee		WAC		Trunk Fee		SAC	
	Rate	Unit	Rate	Unit	Rate	Unit	Rate	Unit
Single Family Residential, Manufactured Housing	\$ 1,510	Ac	\$ 1,500	Unit	\$ 3,130	Ac	\$ 1,200	Unit
Commercial, General Commercial	2,520	Ac	2,520	Ac	5,220	Ac	4,810	Ac
Industrial, Multi Family	3,860	Ac	3,860	Ac	6,260	Ac	5,780	Ac
Public/Golf/Park	630	Ac	630	Ac	1,300	Ac	1,200	Ac

2027 Foley City Council Meeting Schedule

All Council Meetings held @ 5:30 P.M. unless noted.

*Second meetings of the month held when needed as determined by Mayor/ Administrator.

January 5

*January 19

February 2

*February 16

March 2

*March 16

April 6

*April 20

May 4

*May 18

June 1

*June 15 (Foley Fun Days)

July 6

*July 20

August 3

August 17 - **Budget Workshop**

September 7- **Preliminary Levy Adoption**

*September 21

October 5

*October 19

November 2

*November 16

December 7 – Public Hearing for Final Budget @ 6pm

*December 21

CONTRACT FOR DEED

eCRV Number: _____

LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the LeRoy Charles Herbst Revocable Trust and LeRoy C. Herbst and Catherine M. Herbst, as Trustees of the Catherine Marie Herbst Revocable Trust (collectively the “**Seller**”), and **City of Foley, Minnesota**, a Municipal corporation (the “**City**”), make this Contract for Deed (this “**Contract**”) effective as of _____, 2026 (the “**Effective Date**”).

RECITALS

- A.** The parties previously entered into that certain Option Agreement dated June 1, 2021 (the “**Original Agreement**”) relating to a large portion of Seller’s property. The Parties entered into a prior contract for deed (“**Original Contract for Deed**”) for the purchase of approximately 29 acres of Seller’s property; that purchase is nearly complete. The Parties desire that this Contract for Deed serve to complete City’s purchase of Seller’s remaining Property.
- B.** Seller and City desire to establish the terms and conditions governing City’s purchase of the Property described herein.
- C.** The Original Agreement and Original Contract for Deed were both amended. The Parties acknowledge that certain matters affecting portions of the Property have been resolved, and the parties desire by this Contract to fully set forth their present agreement concerning the Property.

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

- 1. PROPERTY DESCRIPTION.** Seller hereby sells, and City hereby buys, the real property, approximately 20.94 acres in size, located in Benton County, Minnesota, as legally described on the attached **Exhibit A** and identified previously as the westerly portion of Seller’s property in the Original Agreement (previously Parcel No. 020049300, now Parcel No. 020049302) (the “**Property**”).

The Property is not residential real property, as defined in Minn. Stat. § 507.235, Subd. 1a(e)(2) and § 559A.01, Subd. 9.

2. TITLE. Seller warrants that title to the Property is owned by Seller subject only to the following exceptions:

- (a) Covenants, conditions, restrictions, declarations, and easements of record, if any;
- (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (c) Building, zoning and subdivision laws and regulations;
- (d) The lien of real estate taxes and installments of special assessments which are payable by City pursuant to Paragraph 6 of this Contract; and
- (e) The following liens or encumbrances: *Declaration of Covenants (Deed Restriction) recorded on August 13, 2003, as Document No. 303847.*

3. DELIVERY OF DEED AND EVIDENCE OF TITLE. Upon City's prompt and full performance of this Contract, Seller shall:

- (a) Execute, acknowledge, and deliver to City a Warranty Deed in recordable form, conveying marketable title to the Property to City, subject only to the following exceptions:
 - (i) Those exceptions referred to in Paragraphs 2(a) through 2(e) of this Contract;
 - (ii) Liens, encumbrances, adverse claims, or other matters which City has created, suffered, or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances: *Declaration of Covenants (Deed Restriction) recorded on August 13, 2003, as Document No. 303847.*
- (b) Deliver to City the abstract of title to the Property or, if the title is registered, the owner's duplicate certificate of title.

4. PURCHASE PRICE. The total purchase price ("**Purchase Price**") for the Property is \$418,800, which City shall pay as follows:

- (a) Earnest Money. Earnest Money in the amount of \$5,000, shall be applied to the purchase price as a down payment, the receipt of which is hereby acknowledged; and
- (b) Yearly Payments. Beginning on August 15, 2027, and continuing on the 15th of August of each year thereafter until paid in full on August 15, 2030, the annual payment shall be \$145,000 for 2027, 2028, and 2029 and \$13,350.19 for 2030. This Contract shall bear interest at the rate of four percent (4%) per annum. (This

amounts to \$418,800 in principal; \$34,550.19 in interest; and a total payment of \$453,350.19).

5. **PREPAYMENT.** City shall have the right to fully or partially prepay this Contract without penalty or premium. Any partial prepayment shall be applied first to accrued interest, and the balance shall be applied to the principal balance. Partial prepayment shall not postpone the due date of the payment of the principal balance pursuant to this Contract.
6. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes and special assessments due and payable in the years prior to the Effective Date shall be paid by Seller. City shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. Seller shall pay on this Contract's date, all special assessments levied, pending, certified or a lien against the Property as of the Effective Date. Seller shall be responsible for any and all deferred real estate taxes and installment of special assessments; including but not limited to, any Green Acres Taxes arising from the transaction contemplated by this Contract.
7. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by City under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of City.
8. **DEED TAX.** Seller shall, upon City's full performance of this Contract, pay the deed tax due upon the recording or filing of the deed to be delivered by Seller to City.
9. **NOTICE OF ASSIGNMENT.** If either Seller or City assign their interest in the Property, a copy of such assignment shall promptly be furnished to the non-assigning party.
10. **PROTECTION OF INTERESTS.** If City fails to pay any sum of money required under the terms of this Contract or fails to perform any of City's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, as an additional amount due Seller under this Contract.

If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by City, and provided City is not in default under this Contract, Seller

shall timely pay all amounts due thereon, and if Seller fails to do so, City may, at City's option, pay any such delinquent amounts and deduct the amounts paid from the installment(s) next coming due under this Contract.

11. **LEASE.** Seller reserves the right to continue to farm the Property, rent-free, until the Property is developed or sold to a third party. If Seller farms the Property, Seller agrees to maintain farm liability insurance and enter into a simple farm lease with the City as provided in **Exhibit B**.
12. **COOPERATION.** Seller agrees to cooperate with the City in the development of the Property, including but not limited to, subdivision and platting, land use approvals, annexation, and the extension of utilities.
13. **DEFAULT.** The time of performance by City of the terms of this Contract is an essential part of this Contract. Should City fail to timely perform any of the terms of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated; provided, however, that Seller shall first provide City with written notice specifying the nature of the default, and City shall have thirty (30) days after receipt of such notice to cure the default. If City fails to cure the default within such thirty (30) day period, Seller may terminate this Contract by further notice to City in accordance with applicable law. Upon such termination, all right, title, and interest acquired under this Contract by City shall cease and terminate, and all improvements made upon the Property and all payments made by City pursuant to this Contract shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed herein and by applicable law, City shall, upon demand, surrender possession of the Property to Seller, but City shall be entitled to possession of the Property until the expiration of such period.
14. **NON-RECOURSE.** In the event that City defaults in City's performance of this Agreement, Seller's sole remedy shall be to cancel this Agreement in accordance with Minnesota Statute Section 559.21, as the same may from time to time be amended. Seller specifically waives any right Seller may have to commence an action for the specific performance of this Agreement or any right Seller may have to seek an award of damages against City.
15. **BINDING EFFECT.** The terms of this Contract shall run with the land and bind the parties hereto and their successors in interest.
16. **ENVIRONMENTAL.** Seller warrants that the Property is not subject to any contamination from hazardous wastes or substances or petroleum products. Seller will defend, indemnify and hold City harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against City with respect to

such substances or products, it being understood and agreed that this provision will survive the delivery of the deed pursuant to the terms hereof.

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

[Signature pages to follow.]

SELLER:

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

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

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

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

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 2026, by LeRoy C.
Herbst, as Trustee of the LeRoy Charles Herbst Revocable Trust.

Notary Public

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 2026, by Catherine M.
Herbst, as Trustee of the LeRoy Charles Herbst Revocable Trust.

Notary Public

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 2026, by LeRoy C. Herbst, as Trustee of the Catherine Marie Herbst Revocable Trust.

Notary Public

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 2026, by Catherine M. Herbst, as Trustee of the Catherine Marie Herbst Revocable Trust.

Notary Public

CITY:

CITY OF FOLEY

By _____
Brandon Voit, Its Mayor

ATTEST:

By _____
Sarah A. Brunn, Its City Administrator

STATE OF MINNESOTA

COUNTY OF BENTON

This instrument was acknowledged before me on _____, 2026, 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 _____, 2026, by Sarah A.
Brunn, as the City 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 56302-1497
(320) 251-6700
File No. 04313-0268

TAX STATEMENTS TO BE SENT TO:

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

EXHIBIT A

(Legal Description)

All that part of the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Southeast Quarter all in Section 34, Township 37 North, Range 29 West, Benton County, Minnesota described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northeast Quarter; thence South 00 degrees 52 minutes 07 seconds West, assigned bearing along the east line of said Southwest Quarter of the Northeast Quarter, a distance of 1202.39 feet to the point of beginning of the parcel to be described; thence North 89 degrees 08 minutes 11 seconds West, 177.13 feet; thence North 55 degrees 29 minutes 57 seconds West, 242.10 feet; thence South 61 degrees 40 minutes 59 seconds West, 491.68 feet; thence North 22 degrees 02 minutes 24 seconds West, 525.40 feet; thence northwesterly 103.72 feet along a tangential curve, concave to the southwest, with a radius of 260.00 feet and a central angle of 22 degrees 51 minutes 28 seconds; thence North 44 degrees 53 minutes 52 seconds West, tangent to last described curve, a distance of 419.12 feet to the centerline of Glen Street Northeast (former State Trunk Highway No. 23); thence South 45 degrees 06 minutes 08 seconds West, along said centerline, a distance of 294.30 feet to Line "A" described below; thence South 00 degrees 46 minutes 01 second West, along said Line "A", a distance of 662.47 feet to the north line of the South 25.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 48 minutes 25 seconds East, along last said north line and its easterly extension, a distance of 283.38 feet to the east line of the West 33.00 feet of said Southwest Quarter of the Northeast Quarter and its northerly extension; thence South 00 degrees 53 minutes 49 seconds West, along last said east line and its northerly extension, a distance of 632.08 feet to the north right of way line of the former Great Northern Railway; thence North 61 degrees 04 minutes 42 seconds East, along said north right of way line, a distance of 1488.71 feet to the east line of said Southwest Quarter of the Northeast Quarter; thence North 00 degrees 52 minutes 07 seconds East, along last said east line a distance of 6.71 feet to the point of beginning and terminating thereat.

Line "A":

Commencing at the point of intersection of the centerline of a Township Road with the Southerly right-of-way line of Glen Street, (former Minnesota Trunk Highway Number 23) as located and established in 1981, said point being 12.50 feet North of the South line of the Southeast Quarter of the Northwest Quarter of Section 34, Township 37 North, Range 29 West, Benton County Minnesota; thence Northeasterly along the Southerly right-of-way line of said Glen Street (former Minnesota Trunk Highway 23) for a distance of 854 feet to the point of beginning of the line to be described; thence southerly to a point 12.5 feet North of the South line of said Southeast Quarter of the Northwest Quarter and 630 feet East of the point of beginning, thence reversing and going northerly along the last described line to the centerline of said Glen Street, (former State Trunk Highway Number 23) and said line there terminating.

(Benton County Tax PID 020049302)

EXHIBIT B

(Lease)

FARM LEASE

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

RECITALS

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

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

1. **Lease of Property.** Landlord leases the Property to Tenant beginning on the Effective Date and ending on December 31, 202__ (the “**Initial Term**”). This Lease shall automatically renew annually (each an “**Extended Term**”) (the “**Initial Term**” and the “**Extended Term**” may be referred to as the “**Term**”) upon this Lease’s same terms and conditions, unless thirty (30) days written notice of termination of this Lease is given by Landlord or Tenant to the expiration of a Term.

2. **Rent.** In consideration for Tenant’s rental of the Property, Tenant shall pay \$____ per tillable acre (the “Rent”).

3. **Property’s Use.** Tenant shall use the Property for agricultural purposes, which shall include, but are not be limited to, agricultural purposes such as farming and the planting and production of crops. Tenant’s use of the Property shall be in accordance with all applicable laws, rules, regulations and ordinances. Tenant shall control all weeds on the Property.

4. **Crops.** Tenant may plant crops on the tillable acreage on the Property, and all such crops will belong solely to Tenant. Tenant will be solely responsible for all costs and expenses associated with planting, maintaining and harvesting such crops on the Property, including but not limited to seed, fertilizer, labor and other such costs.

5. **Improvements.** Tenant shall not make any improvements to the Property, including, without limitation, installing tiling, drainage structures and irrigation systems, without attaining Landlord's prior written consent. Upon this Lease's expiration or termination, Tenant shall have the right to remove any and all improvements and fixtures Tenant constructs on the Property.

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

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

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

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

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

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

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

12. Termination. This Lease may only be terminated upon the following:

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

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

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

15. Amendments. No amendment of this Lease shall be binding unless it is in writing and signed by both parties.

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

17. Binding Effect. This Lease shall both bind and benefit the parties to this Lease and their respective heirs, personal representatives, successors, and permitted assigns.

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

[Signature Page to Follow]

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

LANDLORD:

CITY OF FOLEY

Date: _____

By _____
Its Mayor

ATTEST:

City Administrator-Clerk

TENANT:

Date: _____

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

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

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

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

EXHIBIT 1 TO FARM LEASE

All that part of the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Southeast Quarter all in Section 34, Township 37 North, Range 29 West, Benton County, Minnesota described as follows:

Commencing at the northeast corner of said Southwest Quarter of the Northeast Quarter; thence South 00 degrees 52 minutes 07 seconds West, assigned bearing along the east line of said Southwest Quarter of the Northeast Quarter, a distance of 1202.39 feet to the point of beginning of the parcel to be described; thence North 89 degrees 08 minutes 11 seconds West, 177.13 feet; thence North 55 degrees 29 minutes 57 seconds West, 242.10 feet; thence South 61 degrees 40 minutes 59 seconds West, 491.68 feet; thence North 22 degrees 02 minutes 24 seconds West, 525.40 feet; thence northwesterly 103.72 feet along a tangential curve, concave to the southwest, with a radius of 260.00 feet and a central angle of 22 degrees 51 minutes 28 seconds; thence North 44 degrees 53 minutes 52 seconds West, tangent to last described curve, a distance of 419.12 feet to the centerline of Glen Street Northeast (former State Trunk Highway No. 23); thence South 45 degrees 06 minutes 08 seconds West, along said centerline, a distance of 294.30 feet to Line "A" described below; thence South 00 degrees 46 minutes 01 second West, along said Line "A", a distance of 662.47 feet to the north line of the South 25.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 48 minutes 25 seconds East, along last said north line and its easterly extension, a distance of 283.38 feet to the east line of the West 33.00 feet of said Southwest Quarter of the Northeast Quarter and its northerly extension; thence South 00 degrees 53 minutes 49 seconds West, along last said east line and its northerly extension, a distance of 632.08 feet to the north right of way line of the former Great Northern Railway; thence North 61 degrees 04 minutes 42 seconds East, along said north right of way line, a distance of 1488.71 feet to the east line of said Southwest Quarter of the Northeast Quarter; thence North 00 degrees 52 minutes 07 seconds East, along last said east line a distance of 6.71 feet to the point of beginning and terminating thereat.

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(Benton County Tax PID 020049302)

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2026-23

A RESOLUTION APPROVING A PROPOSED 2026 TAX LEVY,
COLLECTABLE IN 2027

BE IT RESOLVED, by the City Council of the City of Foley, County of Benton, Minnesota, that the following sums of money are to be levied for the current year, collectable in 2027, upon the taxable property in the City of Foley, for the following purposes:

General Fund	\$ 2,018,458.00
Fire Department	126,369.00
Swimming Pool	31,696.00
2020 Refunding (2008 & 2011)	0.00
2015 Improvement Bond	54,000.00
2018 Improvement Bond	180,000.00
2025 Improvement Bond	132,291.00
<u>EDA Fund</u>	<u>129,356.00</u>
Total Budget	\$ 2,672,170.00
Less Local Gov't Aid	958,069.00
Total Levy	\$ 1,714,101.00

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Benton County, Minnesota.

Passed and adopted by unanimous vote of the Foley City Council, this 1st day of September, 2026.

Brandon A. Voit, Mayor

ATTEST:

Sarah A. Brunn, Administrator

Cash Balances as of July 31, 2026

100 - General Fund	\$	755,869		Water Exp	Water Rev	Difference*
609 - Expendable Trust Fund	\$	328,867		\$ 915,988.20	\$ 578,200.00	\$ (337,788.20)
601 - Water Fund	\$	2,280,588				
602 - Sewer Fund	\$	2,853,576		Sewer Exp	Sewer Rev	Difference*
699 - Fire Dept. Fund	\$	853,905		\$ 2,587,196.00	\$ 1,429,000.00	\$ (1,158,196.00)
616 - Swimming Pool Fund	\$	280,492				
301 - Revolving Loan Fund	\$	(23,335)				
500 - Economic Development Authority	\$	(22,438)		*Differences includes depreciation estimates (non-cash item)		
250 - Grant Loan Fund	\$	148,479		Water =	\$ 94,000.00	
379 - TIF #1-9 (Silt Sock)	\$	96,963		Sewer =	\$ 700,000.00	
425 - Equipment Fund	\$	(127,524)				
410 - Street Projects Fund	\$	319,682				
208 - 2008 Improvement Bond/2020 Refund	\$	575,500				
211 - 2011 Improvement Bond	\$	-				
215 - 2015 Improvement Bond	\$	16,073				
218 - 2018 Improvement Project	\$	(240,817)	208 will close into this fund end of 27'			
225 - 2025 Improvement Bond	\$	502,298	still some retainage/construction			
	\$	8,598,179				

Amount Needed to Balance the Budget:

General Fund	\$2,018,458.00	Rounded to whole dollars - make sure 1
Fire Department	126,369.00	
Swimming Pool	31,696.00	CIP funding is not as high as called for.
2020 Refunding (2008 & 2011)		Removing levy - adequate cash from other sources
2015 Improvement Bond	54,000.00	
2018 Improvement Bond	180,000.00	
2025 Northside Improvements	132,291.00	
EDA Fund	129,356.00	
Total Amount Needed	\$2,672,170.00	
Less Gov't Aid	958,069.00	Updated 7/23/26
Proposed Levy	\$1,714,101.00	
PREVIOUS YEAR LEVY	\$1,591,685.00	Updated 7/31/26
The proposed levy is an increase/decrease of:	\$122,416.00	
The LGA is an increase of:	\$6,723.00	

7.69% Levy Increase
Tax Capacity Increase 8.20%

Almost \$4 million new construction

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 09-01-26 –COUNCIL MEETING
DATE: AUGUST 28, 2026

Oktoberfest – Liquor License

We already held the public hearing for this event, but they would like to move the date from September 19th to October 3rd.

Time Capsule Sealing & Presentation

We will hold a very short ceremony at the beginning of the council meeting.

Bronder Requests

A public hearing must be held on the rezoning portion of this request. The planning commission did review and recommends approval. This will include rezoning from I-1 to R-1 and a minor subdivision so that the owner can construct a new home.

Fire Relief

Every year the fire relief is to present an update on their financials. The council needs to accept and acknowledge the report.

Request to use city property for a private event

A rodeo is being planned near the winery on September 26th. They are expecting a large crowd and do not feel enough parking is available at the site. They have requested use of the city well property to park cars for around 300 people. Staff did review this request and has a couple concerns. First, the property is not set up for parking that amount of vehicles so they would end up in the field area. If we get a rain event and the property gets wrecked, how will city ensure it is properly repaired? This location is the site of an upcoming project in which we have federal funds awarded – we do not want to do anything that would jeopardize that funding. The property is also in a wellhead protection area – meaning it is restricted by the state in order to preserve and protect its ability to provide water to all the residents of Foley. Lastly, doing so could violate the public purpose statute that city's are to follow. The winery does not pay local taxes to the city, it is within the orderly area, but pays property taxes to the township. Providing benefit to outside organization could be viewed as not being for public purpose. We also could risk our tax-exempt status if we rented the property to another entity, as any income makes it subject to property taxes. I have spoken to the requester about these concerns and also relayed that our city attorney has advised against allowing this. The requester did indicate they would like to speak to the council further. I have also included a map, and the copy of the PUD for the winery location – which specifies they are to provide their own special event parking.

Police Radios

We talked at length about the purchase of new police radios that were included in next year's budget. The council asked for some additional information about a promotion and if we could save some money purchasing the radios earlier. 2 quotes are included in your packet. These are state bid quotes. Staff recommends proceeding with the first right away, which would fund the majority of the radios. The second quote, which does not include the promo rate, would come forward later this year, after we know the results of the grant. This would be to purchase the rest, but still preserve our ability to utilize any grant award. Either way, this would remain in the CIP and the city would replenish the amount with next year's levy dollars. Chief McMillin can provide more detail at the meeting.

Project Updates/Pay Apps

City Engineer Jarod Griffith will have a number of project related action items that he can review during the meeting.

5th Avenue Project

An updated estimate is provided in your packet. In addition to this cost, there may be some material to correct the grading/crown of the road. These are still preliminary and staff is meeting regularly with the project partners as we get closer to finalizing. The turnaround on this project is quick – as they would like to complete yet this fall. I would like council to approve an estimate – authorizing staff to proceed up to a certain dollar amount in case we can't get it on a meeting agenda before the construction season comes to close. As mention prior, I anticipate we would use the street maintenance CIP to fund this project.

Public Works Equipment Purchases

Public Works Director Mark Pappenfus has a couple of equipment items on the agenda for approval. These are state bid items or below the threshold so additional quotes are not required.

Fire Contract Language Amendment

Some language is being proposed to freeze the current fire contract rates for 2027. This is being proposed due to the fast-rising valuations. This would be for only one year and would be subject to on time payment. Following council approval it would need to be approved by the townships.

Update on funding for water capital projects

I will provide an update to the council on the water projects and funding needs at the meeting. I want to be certain the council understands that even with proceeding with the phases 1 & 2 there are still significant engineering/soft costs that are also necessary and we also need a better number on the existing water tower rehab. Due to our sluggish water revenues, I've asked for some additional detail from the engineers to make sure we are planning accordingly with our rates to cover these costs over the next few years. It's also important to note that we have a lot of lead service project spending occurring in the water fund, so I need to evaluate the reimbursements we hope to get on those to get a better handle on the cash.

CEE Agreements

One of the final steps in our Tier II Housing program – which we were awarded \$200,000 for from the state, is to approve the loan servicing. Essentially, this is the contract with the entity that will monitor, manage and report on the loans we made. We do not have city staff that can perform these functions. CEE will be handling this for us. They also assist us in the set up of the loans, that contract you approved in June. We hope to launch this program this fall. As a reminder to the council, the state awarded us the loan funds, but we are responsible for the administration of the program.

Discussion on deduct meters for public entities

I would like to have further discussion with the council at the meeting about this program. Staff has not had a chance to look at code options for this yet– and wants to ensure the council fully understands the impact of making this change. It could result in more pressure to provide this type of benefit to other users in the City.

Fee Schedule/2027 Budget

We have a preliminary levy resolution in your packet – which includes a 7.69% increase. The tax capacity increase is over 8% with nearly \$4 million in new construction (the majority being commercial). The budget summary page is also included in your packet. You have been provided the budget detail in a prior packet, but if you have further questions please reach out to Monica or a department head.

Upcoming Reminders

September 1, 2026 – Council Meeting

September 14, 2026 – Planning Commission (Tentative)

October 3, 2026 – Fire Open House 11am-1pm

October 6, 2026 – Council Meeting

October 12, 2026 – Holiday – City Offices Closed

November 3, 2026 – General Election

November 10, 2026 – Council Meeting (note change of date due to elections)

November 11, 2026 – Holiday – City Offices Closed