Monday 3 October 2016

Mark Valsing
City of Kenyon Administrator
709 Second Street
Kenyon, Minnesota 55946

Report on Property

County File Number: 66.180.0200
Property Owner: Eugene Sherbondy
708 Third Avenue South | Great Falls, Montana 59450
Site Address: 411 Bullis Street | Kenyon, Minnesota 55946

Dear Mr. Valsing:

At the request of the City, I visited the property at 411 Bullis Street with Officer Sjolander. The property is the site of a single-family house that is non-owner occupied. The original house was built in the early 1900s. There are multiple additions to the original structure, dates of construction are not known. The County Assessor lists the condition of the property as "poor." It is known that the city has had on-going concerns with the property. There have been complaints, police calls, and legal issues. From the building code we know that, "[U]se of a building, structure, or building service equipment constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is.....an unsafe use." (2015 MSBC 1300.0180) Conditions I noted during my site visit that contribute to an overall unsafe environment are listed below.

Structural Concerns

Issues & Concerns. There are areas of the home that show structural deficiencies.

- The main part of the house has structural alterations that appear of questionable structural integrity and for which there is no record of required permits or inspections. The most notable alteration is the removal of a support wall or beam from the main floor. The upper level floor joist system is altered in that same area.
- The main support posts in the basement show signs of failing that appear to be due to unmitigated water intrusion.
- There is visible sagging of the roof system likely from neglect and lack of maintenance.
- The foundation system has been subjected to improper drainage and water intrusion and shows signs of deterioration.
- There are two staircases in the home, both felt unstable when used.

Potential for Harm. Any structural deficiency, left unmitigated over time, has the potential to lead to failure and result in bodily harm.

Remedy. Most repairs require a building permit and inspections. Details of a proposed repair are submitted with the permit application for review and approval by the building official. Although there is no assurance that a situation is easily addressed, some situations, such as adjusting drainage to mitigate water intrusion, could have a relatively simple solution. However, major structural repairs such as a failing roof system and altered support beams require evaluation by a Minnesota-registered structural engineer. An engineer's structural analysis typically includes a solution to address structural deficiencies.

Electrical System

Issues & Concerns. Parts of the electrical system and some wiring show signs of deficiency.

- Scattered throughout the home there is exposed wiring.
- There are electrical fixtures not mounted to a secure surface that are dangling from electrical wires.
- Some electric boxes have no cover plates.
- Multiple circuits are overloaded with power strips.
- Electrical extension cords are buried under household debris.

Potential for Harm. Deficient components of an electrical system present the potential for arcing, sparking, shock, and fire.

Remedy. Securing fixtures and adding outlet cover plates can be do-it-yourself projects. However, the abundance of power strips, extension cords, and loaded circuits may well be indicative of inadequate electric service. The typical household electrical needs have grown tremendously over the years. The wiring needs to be professionally evaluated. A Minnesota-licensed residential contractor can assess the needs of the home. It is possible that rewiring will be recommended.

Plumbing System

Issues. At the time of the site visit, the plumbing system was functioning at a minimal level.

- The upper level water closet did not function and appeared to be leaking at the base.
- The sink in the upper level bathroom did not function.
- The household water did not reach a hot temperature at the kitchen sink. A resident of the home stated that the shower works, but the lack of hot water is a concern to proper bathing.

Potential for Harm. A leaking water closet can be a sign of other hidden leaks in the system. There is the potential that sewer gases are leaking into the home. The extent of structural damage from water leaks soaking underlying floor structures is not known but could be significant. Although personal sanitation concerns can be addressed without multiple, fully-functioning bathrooms, there must be at least one means of bathing (tub or shower) and hot and cold potable water.

Remedy. No plumbing permits or inspection records have been located, but some visible waste lines have been replaced. If visible plumbing lines have needed replacing, the condition of nonvisible plumbing components is called into question. A professional evaluation by a Minnesota-licensed plumbing contractor may suggest that the entire plumbing system be replaced.

Foundation

Issues. There are concerns with the foundation of the home.

- Water intrusion into the basement is compromising the integrity of the foundation walls.
- There are missing windows allowing the entry of vermin and environmental elements.

Potential for Harm. Long-term water intrusion may weaken the foundation. The more immediate concern is for indoor air quality issues (moisture, mold, mildew) and for the infestation of vermin and related unsanitary conditions (debris, decay, fecal matter).

Remedy. A Minnesota-licensed residential contractor can be engaged to make needed repairs.

Heating System

Issues. The existing heating system is substandard.

- There is no gas service to the home. The current heat source is a wood stove. That appliance is of unknown age, of uncertain integrity, and undetermined installation and venting correctness.
- The chimney for the wood stove is unsupported, appears unstable, and shows signs of deterioration.
- Flammable materials are proximate to the wood stove creating a fire hazard.

Potential for Harm. When allowed by local ordinance, a solid-fuel burning appliance can be safe and sufficient. However, it is not clear that the existing solid-fuel appliance can adequately heat the house. There is no heat distribution system (duct work, radiators) other than gravity. The lack of an appliance listing, the questionable installation, and the venting concerns point to an unsafe situation that is a smoke and fire hazard.

Remedy. A mechanical contractor can assess the heating and ventilation needs and provide options for the installation of a proper and adequate heating system.

Egress

Issues. There are problems with egress and emergency exiting from the structure.

- Smoke detectors were not seen in the home to alert occupants of smoke or fire.
- Egress windows, main doors, and hallways are obstructed.

Potential for Harm. There is concern for adequate means for emergency escape from the house.

Remedy. Installation of smoke detection is needed throughout the house. Depending on the scope of renovation, smoke detection may need to be hardwired by an licensed electrician. Emergency escape paths need to be cleared – and remain cleared.

General

Issues. There are code violations throughout the home.

- At the time of my visit, I saw construction projects that had been completed and other projects in progress. There is no record of required permits or inspections. I explained in detail to a resident that permits and inspections are required and that all work must cease until such time as permits are issued. Officer Sjolander has been to the home since that time and noted blatant disregard for the permit process. Construction work was continuing.
- The overall sanitation, cleanliness, and air quality of the property are of concern.
- An opening (about 18-inch square) has been cut through the main-level floor into the basement, apparently to allow heat to rise from the wood-burning stove in the basement.

Potential for Harm. A fall through a hole in a floor can cause great bodily harm. Building permits and inspections are the vehicle for ascertaining safety. Doing work without permits and inspections increases life-safety risk and concern as well as liability issues should someone be injured.

Remedy. Completed work needs to be inspected and perhaps undone and redone. Going forward, any additional work needs to be properly permitted and inspected, and then maintained.

The building code provides that "all unsafe buildings, structures, or appendages are public nuisances and must be abated." (2015 MSBC 1300.0180) This property has multiple life-safety and health concerns. Overall, there is a lack of maintenance and signs of long-term neglect. The large scope and the potentially high cost of renovation of this property justify abatement by demolition. In either case, the property is best vacated until deficiencies and life-safety concerns are mitigated.

Doug Morem
County Building Official

DM/me

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-27

A RESOLUTION ORDERING THE ABATEMENT OF CONDITIONS CREATING A HAZARDOUS PROPERTY EXISTING AT 411 BULLIS STREET, KENYON, MINNESOTA 55946

WHEREAS, the property located at 411 Bullis Street, legally described on Exhibit A, attached hereto, which contains a single-family dwelling (the "Subject Property"); and

WHEREAS, a physical inspection by the Police Chief on June 20, 2016 of the Subject Property found the building to be unsafe due to exposed electrical wiring, homemade walls, soft flooring and other conditions which are injurious to public health and the exterior of the building was surrounded by rubbish and debris; and

WHEREAS, a physical inspection by the Goodhue County building official and the Kenyon police chief on August 22, 2016 found the building to be unsafe due to structural deficiencies including a missing support wall or beam in the main living area and a sagging roof, exposed wiring, overloaded electrical circuits, a broken and leaking toilet, a non-functioning sink, lack of hot water in the house, water intrusion in the basement, a substandard heating system, lack of smoke detectors, blocked emergency egress, and a hole in the main floor to the basement, described in further detail in Exhibit B; and

WHEREAS, the City has previously abated the nuisance of the exterior of the building in 2014 after issuing an order to abate nuisance on March 11, 2014; and

WHEREAS, the owner of record was notified via U.S. Mail and certified mail sent on September 16, 2016 of the October 11, 2016 City Council meeting to determine if the building at the Subject Property is a hazardous building under Minnesota Statutes 463.15-463.261, as shown in Affidavits of Service attached as Exhibit C; and

WHEREAS, the same notice provided the City Council would conduct a hearing on October 11, 2016 to determine if a nuisance exists under Section 2010.05, subdivision 8 of the City Code; and

WHEREAS, known occupants of the building at the Subject Property were also notified about the October 11, 2016 meeting and hearing on September 20 and 22, 2016, as shown in Affidavits of Service attached as Exhibit C; and

WHEREAS, the City Administrator has determined the structural deficiencies including a missing support wall or beam in the main living area and a sagging roof, exposed wiring, overloaded electrical circuits, a broken and leaking toilet, a non-functioning sink, lack of hot water in the house, water intrusion in the basement, a substandard heating system, lack of smoke detectors, blocked emergency egress, and a hole in the main floor to the basement create

hazardous conditions and that the City must perform all work necessary in order to abate the hazardous and nuisance conditions on the Subject Property unless the owner performs all work set out in the attached order; and

WHEREAS, Eugene Sherbondy is the owner of the Subject Property according to Goodhue County records and has taken no or minimal steps to abate the hazardous conditions; and

WHEREAS, Minnesota Statutes, Section 463.161 authorizes the governing body of any city or town to order the owners of any hazardous building within the municipality to correct or remove the hazardous condition; and

WHEREAS, Minnesota Statutes, Section 463.15, subdivision 3 defines a "hazardous building" as "any building…, which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment, constitutes a fire hazard or a hazard to public safety or health;" and

WHEREAS, Minnesota Statutes, Section 463.161 *et seq.* authorizes a city to correct or remove a hazardous condition of any hazardous building if the owner of record fails to do so after a reasonable time and the district court enters a judgment sustaining the city's order; and

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

1. The house located on the Subject Property is hazardous as defined by Minnesota Statutes, Section 463.15.

2. An Abatement Order substantially similar to that attached hereto as Exhibit D shall be served upon all parties with an interest or a purported interest in the Subject Property in order to effectuate this Resolution.

3. The City Attorney and City staff are authorized to take all necessary legal steps to secure compliance with the Order and to obtain authority to remove and abate the hazardous conditions on the Subject Property by court order or consent and assess the costs thereof against the Subject Property.

Passed and duly adopted this 11th day of October, 2016, by the City Council of the City of Kenyon, Minnesota.

_____
Michael G. Engel, Mayor

ATTEST:

_____
Mark R. Vahlsing, City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by member _____ upon vote being taken thereon, the following voted in favor thereof: all members and the following voted against same: _____.

Whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

Legal Descriptions

That part of the Southwest Quarter and the Southeast Quarter of Section 4, Township 109, Range 18, Goodhue County, Minnesota, described as follows: Beginning at a point on the Northerly line of the Right of Way of the Zumbrota and Faribault extension of the Chicago, Milwaukee and St. Paul Railway Company, 486 feet West of the West line of Lot 6, Block 1, S.A. Bullis' Second Addition to Kenyon, according to the Recorded Plat thereof, running thence North 76.00 feet; thence East 140.00 feet; thence South 75.00 feet; thence Westerly 140.00 feet along the Right-of-Way to place to beginning.

EXHIBIT B
REPORTS OF BUILDING INSPECTOR AND POLICE CHIEF

Goodhue County | Land Use Management Department
Building Code Administration, Permits, and Inspections

Monday 3 October 2016

Mark Valsing
City of Kenyon Administrator
709 Second Street
Kenyon, Minnesota 55946

Report on Property

County File Number: 66.180.0200
Property Owner: Eugene Sherbondy
708 Third Avenue South | Great Falls, Montana 59450
Site Address: 411 Bullis Street | Kenyon, Minnesota 55946

Dear Mr. Valsing:

At the request of the City, I visited the property at 411 Bullis Street with Officer Sjolander. The property is the site of a single-family house that is non-owner occupied. The original house was built in the early 1900s. There are multiple additions to the original structure, dates of construction are not known. The County Assessor lists the condition of the property as "poor." It is known that the city has had on-going concerns with the property. There have been complaints, police calls, and legal issues. From the building code we know that, "[U]se of a building, structure, or building service equipment constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is.....an unsafe use." (2015 MSBC 1300.0180) Conditions I noted during my site visit that contribute to an overall unsafe environment are listed below.

Structural Concerns

Issues & Concerns. There are areas of the home that show structural deficiencies.

- The main part of the house has structural alterations that appear of questionable structural integrity and for which there is no record of required permits or inspections. The most notable alteration is the removal of a support wall or beam from the main floor. The upper level floor joist system is altered in that same area.
- The main support posts in the basement show signs of failing that appear to be due to unmitigated water intrusion.
- There is visible sagging of the roof system likely from neglect and lack of maintenance.
- The foundation system has been subjected to improper drainage and water intrusion and shows signs of deterioration.
- There are two staircases in the home, both felt unstable when used.

509 West Fifth Street | Red Wing, Minnesota 55066 Telephone: 651.385.3114 | Fax: 651.267.4875

Potential for Harm. Any structural deficiency, left unmitigated over time, has the potential to lead to failure and result in bodily harm.

Remedy. Most repairs require a building permit and inspections. Details of a proposed repair are submitted with the permit application for review and approval by the building official. Although there is no assurance that a situation is easily addressed, some situations, such as adjusting drainage to mitigate water intrusion, could have a relatively simple solution. However, major structural repairs such as a failing roof system and altered support beams require evaluation by a Minnesota-registered structural engineer. An engineer's structural analysis typically includes a solution to address structural deficiencies.

Electrical System

Issues & Concerns. Parts of the electrical system and some wiring show signs of deficiency.

- Scattered throughout the home there is exposed wiring.
- There are electrical fixtures not mounted to a secure surface that are dangling from electrical wires.
- Some electric boxes have no cover plates.
- Multiple circuits are overloaded with power strips.
- Electrical extension cords are buried under household debris.

Potential for Harm. Deficient components of an electrical system present the potential for arcing, sparking, shock, and fire.

Remedy. Securing fixtures and adding outlet cover plates can be do-it-yourself projects. However, the abundance of power strips, extension cords, and loaded circuits may well be indicative of inadequate electric service. The typical household electrical needs have grown tremendously over the years. The wiring needs to be professionally evaluated. A Minnesota-licensed residential contractor can assess the needs of the home. It is possible that rewiring will be recommended.

Plumbing System

Issues. At the time of the site visit, the plumbing system was functioning at a minimal level.

- The upper level water closet did not function and appeared to be leaking at the base.
- The sink in the upper level bathroom did not function.
- The household water did not reach a hot temperature at the kitchen sink. A resident of the home stated that the shower works, but the lack of hot water is a concern to proper bathing.

Potential for Harm. A leaking water closet can be a sign of other hidden leaks in the system. There is the potential that sewer gases are leaking into the home. The extent of structural damage from water leaks soaking underlying floor structures is not known but could be significant. Although personal sanitation concerns can be addressed without multiple, fully-functioning bathrooms, there must be at least one means of bathing (tub or shower) and hot and cold potable water.

Remedy. No plumbing permits or inspection records have been located, but some visible waste lines have been replaced. If visible plumbing lines have needed replacing, the condition of nonvisible plumbing components is called into question. A professional evaluation by a Minnesota-licensed plumbing contractor may suggest that the entire plumbing system be replaced.

Foundation

Issues. There are concerns with the foundation of the home.

- Water intrusion into the basement is compromising the integrity of the foundation walls.
- There are missing windows allowing the entry of vermin and environmental elements.

Potential for Harm. Long-term water intrusion may weaken the foundation. The more immediate concern is for indoor air quality issues (moisture, mold, mildew) and for the infestation of vermin and related unsanitary conditions (debris, decay, fecal matter).

Remedy. A Minnesota-licensed residential contractor can be engaged to make needed repairs.

Heating System

Issues. The existing heating system is substandard.

- There is no gas service to the home. The current heat source is a wood stove. That appliance is of unknown age, of uncertain integrity, and undetermined installation and venting correctness.
- The chimney for the wood stove is unsupported, appears unstable, and shows signs of deterioration.
- Flammable materials are proximate to the wood stove creating a fire hazard.

Potential for Harm. When allowed by local ordinance, a solid-fuel burning appliance can be safe and sufficient. However, it is not clear that the existing solid-fuel appliance can adequately heat the house. There is no heat distribution system (duct work, radiators) other than gravity. The lack of an appliance listing, the questionable installation, and the venting concerns point to an unsafe situation that is a smoke and fire hazard.

Remedy. A mechanical contractor can assess the heating and ventilation needs and provide options for the installation of a proper and adequate heating system.

Egress

Issues. There are problems with egress and emergency exiting from the structure.

- Smoke detectors were not seen in the home to alert occupants of smoke or fire.
- Egress windows, main doors, and hallways are obstructed.

Potential for Harm. There is concern for adequate means for emergency escape from the house.

Remedy. Installation of smoke detection is needed throughout the house. Depending on the scope of renovation, smoke detection may need to be hardwired by an licensed electrician. Emergency escape paths need to be cleared – and remain cleared.

General

Issues. There are code violations throughout the home.

- At the time of my visit, I saw construction projects that had been completed and other projects in progress. There is no record of required permits or inspections. I explained in detail to a resident that permits and inspections are required and that all work must cease until such time as permits are issued. Officer Sjolander has been to the home since that time and noted blatant disregard for the permit process. Construction work was continuing.
- The overall sanitation, cleanliness, and air quality of the property are of concern.
- An opening (about 18-inch square) has been cut through the main-level floor into the basement, apparently to allow heat to rise from the wood-burning stove in the basement.

Potential for Harm. A fall through a hole in a floor can cause great bodily harm. Building permits and inspections are the vehicle for ascertaining safety. Doing work without permits and inspections increases life-safety risk and concern as well as liability issues should someone be injured.

Remedy. Completed work needs to be inspected and perhaps undone and redone. Going forward, any additional work needs to be properly permitted and inspected, and then maintained.

The building code provides that "all unsafe buildings, structures, or appendages are public nuisances and must be abated." (2015 MSBC 1300.0180) This property has multiple life-safety and health concerns. Overall, there is a lack of maintenance and signs of long-term neglect. The large scope and the potentially high cost of renovation of this property justify abatement by demolition. In either case, the property is best vacated until deficiencies and life-safety concerns are mitigated.

Doug Morem
County Building Official

DM/me

KENYON POLICE DEPARTMENT

SUPPLEMENTAL REPORT

ICR NO -2016766	REPORT DATE 06/ 27/2016	TIME : Hrs	OFFICER Sjolander	BADGE NO 600
REASON FOR SUPPLEMENTAL REPORT INITIAL COMPLAINT REPORT				
OFFENSE/ INCIDENT TYPE Property Concerns				
COMPLAINANT City of Kenyon		DOB / /		PHONE (507) 789-6415

Narrative:

We have a property located at 411 Bullis St. here in Kenyon that has been causing us, as well as their neighbors some concern for quite a while. This home is located right in town and is very close to our school, other homes, and apartments. We have had numerous contacts over the years with various tenants, etc. and have asked numerous times that the property be cleaned up and they do their part to be good neighbors.

We assisted our local narcotics task force with a search warrant there in May and five people were taken into custody for narcotics violations. I did not see any narcotics manufacturing taking place, but my involvement was limited to standing in the kitchen with three suspects and transporting one to our ADC. I did not conduct any interviews or take part in any searching of the property.

Our city had worked on abating this property in 2014 and had it somewhat cleaned up. As you can see by the included photographs, its back to what I feel is unhealthy and unsafe situation.

My last contact was this past Monday when I spoke to Mr. Richard Mazurkiewicz and Mr. David Voracek regarding some concerns that Richard has with David, his brother Dale, as well as other "squatters" as Richard referred to them.

Richard showed me copies of the deed for the above address that is in his name as well as the name of Diane Peters, who also lives at this address. The paperwork is dated 07/08/14 and the quick claim deed is dated 08/13/15. To the best of my knowledge, the title has never been filed with courts and I was told that's due to money being owed for taxes, etc. I believe the title is still in Mr. Eugene Sherbondy's name. Eugene lives in Montana and I do not believe he has been back to this property in a number of years.

On this date, I was told by Mr. David Voracek that he had gone to meet with Mr. Sherbondy in Montana and paid him $5,800 towards the home. Mr. Voracek states he now has legal ownership towards the home and Mr. Mazurkiewicz states that was the plan in the beginning, but he is now considering that rent and he would like David as well as others removed from the property.

SIGNED_____ BADGE_____ DATE_____

Richard let me into the home and let me take photographs inside and outside the home. During my time inside the home and outside the property, Richard told me who has access to what areas and who sleeps where. I will include a copy of the photos with this report. I also shot a short video that will be included. While I was taking video, I saw what appeared to be human feces in the garage on the floor and when I asked Richard about this, he was just as shocked as I was and he said he did not know who would have done that.

While in the home, I was saw exposed electrical wiring in some areas, home-made walls that were installed to make a separate bedroom/living area, lots of clothing, etc. on the upper level. The flooring also appeared uneven and soft in spots. I did not go into the basement area. Richard told me he is having water issues in the basement at this time.

I have no formal building inspection training, but in my opinion, this home is unsafe in its current state. I fear that if a fire or some other disaster would occur, it would be difficult to locate people or they might have trouble exiting the home quickly due to the conduction it's currently in and the outside of the property is in clear violation of local ordinances.

I will share this report with our city council and staff to see what course of action they want us to pursue first.

End of report.

Chief Lee G. Sjolander

SIGNED_____ BADGE_____ DATE_____

Chief's Sjolander's Report Dated October ___, 2016.

See attached photographs.

EXHIBIT C
AFFIDAVITS OF SERVICE

AFFIDAVIT OF SERVICE
VIA CERTIFIED U.S. MAIL,
RETURN RECEIPT REQUESTED

Our File No. KE200-170

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Jean M. Short, after being first duly sworn, deposes and says that on the 16th day of September, 2016, she served the **Notice of Hearing on Order to Abate Nuisance and Hazardous Building** in the above matter upon:

Mr. Eugene Sherbondy
P.O. Box 391
Vaughn, MT 59487

Mr. Eugene Sherbondy
708 Third Avenue South
Great Falls, MT 59450

by placing copies of each in an envelope, addressed to the above addresses, certified, return receipt requested, and depositing them in the United States Mail at Minneapolis, Minnesota.

Jean M Short

Jean M. Short

SUBSCRIBED AND SWORN to before me
this 16th day of September, 2016.

Patricia E. Boegeman
Notary Public

Patricia E. Boegeman
Notary Public, State of Minnesota
My Commission Expires
January 31, 2020

486532v1 KE200-170

AFFIDAVIT OF SERVICE
VIA U.S. MAIL

Our File No. KE200-170

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Jean M. Short, after being first duly sworn, deposes and says that on the 16th day of September, 2016, she served the **Notice of Hearing on Order to Abate Nuisance and Hazardous Building** in the above matter upon:

Mr. Eugene Sherbondy
P.O. Box 391
Vaughn, MT 59487

Mr. Eugene Sherbondy
708 Third Avenue South
Great Falls, MT 59450

by placing copies of each in an envelope, addressed to the above addresses, and depositing them in the United States Mail at Minneapolis, Minnesota.

Jean M Short

Jean M. Short

SUBSCRIBED AND SWORN to before me
this 16th day of September, 2016.

Patricia E. Boegeman
Notary Public

Patricia E. Boegeman
Notary Public, State of Minnesota
My Commission Expires
January 31, 2020

486532v1 KE200-170

AFFIDAVIT OF SERVICE
VIA CERTIFIED U.S. MAIL,
RETURN RECEIPT REQUESTED

Our File No. KE200-170

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Jean M. Short, after being first duly sworn, deposes and says that on the 19th day of September, 2016, she served the **Notice of Hearing on Order to Abate Nuisance and Hazardous Building** in the above matter upon:

Mr. Eugene Sherbondy
708 Third Avenue South
Great Falls, MT 59450

by placing copies of each in an envelope, addressed to the above addresses, certified, return receipt requested, and depositing them in the United States Mail at Minneapolis, Minnesota.

Jean M. Short

Jean M. Short

SUBSCRIBED AND SWORN to before me
this 19th day of September, 2016.

Patricia E. Boegeman

Notary Public

Patricia E. Boegeman
Notary Public, State of Minnesota
My Commission Expires
January 31, 2020

486532v1 KE200-170

STATE OF MINNESOTA

AFFIDAVIT OF SERVICE

COUNTY OF HENNEPIN

METRO LEGAL SERVICES

David C. Hansen, being duly sworn, on oath says:

that on September 20, 2016, at 5:10 PM he served the attached:

Notice of Hearing on Order to Abate Nuisance and Hazardous Building upon:

Richard James Mazurkiewicz, therein named, personally at:

411 Bullis Street, Kenyon, County of Goodhue, State of Minnesota, by handing to and leaving with Richard James Mazurkiewicz, a true and correct copy thereof.

9 /21 / 2016

David C. Hansen, Process Server

Subscribed and sworn to before me on

9 /21 / 2016

JEFFREY V. O'NEILL
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

"2113857 - 1"

-1-

RE: aaa

486933v3 LBK KE200-170

STATE OF MINNESOTA

AFFIDAVIT OF SERVICE

COUNTY OF HENNEPIN

METRO LEGAL SERVICES

David C. Hansen, being duly sworn, on oath says:

that on September 20, 2016, at 5:10 PM he served the attached:

Notice of Hearing on Order to Abate Nuisance and Hazardous Building upon:

David Roger Voracek, therein named, personally at:

411 Bullis Street, Kenyon, County of Goodhue, State of Minnesota, by handing to and leaving with David Roger Voracek, a true and correct copy thereof.

9 /21/ 2016

David C. Hansen, Process Server

Subscribed and sworn to before me on

9 /21/ 2016

JEFFREY V. O'NEILL
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

2113857 - 2

RE: aaa

486933v3 LBK KE200-170

STATE OF MINNESOTA

AFFIDAVIT OF SERVICE

COUNTY OF HENNEPIN

METRO LEGAL SERVICES

David C. Hansen, being duly sworn, on oath says:

that on September 20, 2016, at 5:10 PM he served the attached:

Notice of Hearing on Order to Abate Nuisance and Hazardous Building upon:

Dale Robert Voracek, therein named, personally at:

411 Bullis Street, Kenyon, County of Goodhue, State of Minnesota, by handing to and leaving with Dale Robert Voracek, a true and correct copy thereof.

9 / 21 / 2016

David C. Hansen, Process Server

Subscribed and sworn to before me on

9 / 21 / 2016

JEFFREY V. O'NEILL
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

2113857 - 3

RE: aaa

486933v3 LBK KE200-170

STATE OF MINNESOTA

AFFIDAVIT OF SERVICE

COUNTY OF HENNEPIN

METRO LEGAL SERVICES

David C. Hansen, being duly sworn, on oath says:

that on September 20, 2016, at 5:10 PM he served the attached:

Notice of Hearing on Order to Abate Nuisance and Hazardous Building upon:

Duane Otto Ottesen, therein named, personally at:

411 Bullis Street, Kenyon, County of Goodhue, State of Minnesota, by handing to and leaving with Duane Otto Ottesen, a true and correct copy thereof.

9 /21 / 2016

David C. Hansen, Process Server

Subscribed and sworn to before me on

9 /21 / 2016

JEFFREY V. O'NEILL
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

"2113857 - 4"

RE: aaa

486933v3 LBK KE200-170

STATE OF MINNESOTA

AFFIDAVIT OF SERVICE

COUNTY OF HENNEPIN

METRO LEGAL SERVICES

David C. Hansen, being duly sworn, on oath says:

that on September 20, 2016, at 5:10 PM he served the attached:

Notice of Hearing on Order to Abate Nuisance and Hazardous Building upon:

Diane Marie Peters, therein named, personally at:

411 Bullis Street, Kenyon, County of Goodhue, State of Minnesota, by handing to and leaving with Diane Marie Peters, a true and correct copy thereof.

9/21/2016

David C. Hansen, Process Server

Subscribed and sworn to before me on

9/21/2016

JEFFREY V. O'NEILL
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

"2112857 - 5"

RE: aaa

486933v3 LBK KE200-170

EXHIBIT D

Abatement Order

STATE OF MINNNESOTA

COUNTY OF GOODHUE

DISTRICT COURT

FIRST JUDICIAL DISTRICT

Case Type: Other Civil

In the Matter of the Hazardous
Building Located at 411 Bullis Street,
Kenyon, Minnesota

ORDER FOR ABATEMENT OF A HAZARDOUS BUILDING

TO: All owners, occupants, and all lienholders of record.

The City Council of the City of Kenyon orders that within 20 days of service of this Order that you abate the hazardous conditions which exist on the property located at: 411 Bullis Street, in the City of Kenyon, which property is legally described on Exhibit A attached hereto.

The City of Kenyon, pursuant to Minnesota Statutes Sections 463.15 to 463.261, finds the building located at the above-referenced property, specifically the substandard condition of the structure and interior systems, constitutes a hazardous building within the meaning of Minnesota Statutes Section 463.15 subdivision 3.

Pursuant to the above-referenced statutes, it is hereby ORDERED that you abate the hazardous property conditions within 20 days of the date of service of this Order by either removing the building or repairing the property by completing the following:

1. Remove all excess junk, rubbish, and unnecessary articles from inside and outside the dwelling;
2. Obtain an evaluation by a Minnesota-registered structural engineer to remedy structural deficiencies such as the missing support beams in the main living area

and upstairs, the main support posts in the basement which show signs of failing from water intrusion, sagging roof system, deterioration of the foundation from improper drainage and water intrusion, and unstable staircases;

3. Obtain necessary building permit based on the structural engineer's evaluation to make the identified repairs;

4. Secure all electrical fixtures and add outlet cover plates to electric boxes;

5. Remove all extension cords and power strips which are not in compliance with applicable electrical or fire codes;

6. Obtain an evaluation of the electrical system by a Minnesota-licensed residential contractor to address exposed wiring throughout the house and the overloaded circuits;

7. Obtain necessary permits to fix faulty electrical systems;

8. Obtain an evaluation by a Minnesota-licensed plumbing contractor to assess plumbing systems including but not limited to the upstairs water closet which is leaking, the non-functioning sink upstairs, the lack of hot water, and the condition of the waste lines for the property;

9. Obtain necessary permits to fix faulty plumbing systems;

10. Install windows in the basement to prevent vermin or insect infestation;

11. Mitigate mold and mildew presence in basement;

12. Obtain an evaluation by a Minnesota-licensed residential contractor to assess issues with the foundation including but not limited to the water intrusion in the basement;

13. Ensure proper clearance surrounding wood stove to eliminate fire risk posed by excessive rubbish accumulation;

14. Obtain an evaluation by a mechanical contractor to assess the heating and ventilation needs, including determining the best course of action for the wood stove chimney which is unsupported and appears unstable, and provide options for the installation of a proper and adequate heating system as the wood stove is of uncertain integrity, undetermined installation, venting correctness, and lacks a heat distribution system (i.e. duct work, radiators);

15. Obtain necessary permits to fix the heating and ventilation system;

16. Ensure safe egress to all doors and windows particularly for emergency escape paths as they are obstructed;

17. Install operable smoke alarms in all required spaces of the Property as required by the Minnesota State Fire Code, which may include engaging a licensed electrician to hardwire the alarms;

18. Work that has been done without permits needs to be inspected and potentially undone and redone;

19. Improve overall sanitation, cleanliness, and air quality of the Property; and

20. Repair the 18-inch square hole in the main floor utilizing proper permits and inspection processes.

You must apply for and obtain the appropriate permit(s) for the work you intend to perform from the appropriate City offices before abating the hazardous conditions. This Order is not a permit. Further, all work completed is subject to inspection by the City's building

inspector, Fire inspector, and other staff as required to ensure compliance with applicable rules and law.

You are further advised that unless such corrective action is taken or an Answer is served on the City and filed with the Goodhue County District Court Administrator within 20 days of the date of service of this Order upon you, a motion for summary enforcement of this Order will be made to the Goodhue County District Court.

You are further advised that if you do not comply with this Order and the City is compelled to take any corrective action, all necessary costs incurred by the City in taking the corrective action will be assessed against the property pursuant to Minnesota Statutes Section 463.21. In connection thereto, the City intends to recover all its expenses incurred in carrying out this Order, including specifically but not exclusively, filing fees, service fees, publication fees, attorneys' fees, appraisers' fees, witness fees, including expert witness fees and traveling expenses incurred by the City from the time this Order was originally made pursuant to Minnesota Statutes Section 463.22.

Dated October 11, 2016.

KENNEDY & GRAVEN, CHARTERED

By: _____

Scott Riggs (#0244788)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

ATTORNEY FOR THE CITY OF KENYON

EXHBIT A TO ABATEMENT ORDER

Legal Descriptions

That part of the Southwest Quarter and the Southeast Quarter of Section 4, Township 109, Range 18, Goodhue County, Minnesota, described as follows: Beginning at a point on the Northerly line of the Right of Way of the Zumbrota and Faribault extension of the Chicago, Milwaukee and St. Paul Railway Company, 486 feet West of the West line of Lot 6, Block 1, S.A. Bullis' Second Addition to Kenyon, according to the Recorded Plat thereof, running thence North 76.00 feet; thence East 140.00 feet; thence South 75.00 feet; thence Westerly 140.00 feet along the Right-of-Way to place to beginning.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-28

RESOLUTION SETTING FORTH THE FINDINGS OF FACT AND DECISION OF THE CITY COUNCIL WITH RESPECT TO THE NUISANCE CONDITIONS ON THE PROPERTY LOCATED AT 411 BULLIS STREET IN THE CITY OF KENYON

WHEREAS, the property located at 411 Bullis Street contains a single family dwelling (the "Subject Property"); and

WHEREAS, the City Council received several complaints that there are large accumulations of junk and debris located in the yard of the Subject Property; and

WHEREAS, Section 2010.05, subdivision 2 of the City Code states that it is unlawful to park or store any unlicensed, unregistered or inoperable motor vehicle, household furniture, furnishings or appliances, or parts or components thereof, or scrap metal, wood, glass, paper, rubber, concrete, or other material, whether organic or inorganic, on private property, unless such accumulation is stored within a lawfully operated junk yard, housed within a lawfully erected building, or in a container permitted, and the contents disposed of, under other provisions of the City Code; and

WHEREAS, pursuant to Section 2010.05, subdivision 3 of the City Code, upon receipt of any complaint of violation of Section 2010.05, subdivision 2, the City Council shall investigate the premises and if it is found that there is a hazardous condition and a nuisance on any premises in violation of this Section, the same shall be reported to the City Administrator who shall prepare a Notice of Hearing on Order to Abate Nuisance addressed to the owners, tenants, mortgagees, and lien holders of the property; and

WHEREAS, the City Council previously approved a resolution to abate a nuisance at the Subject Property on March 11, 2014; and

WHEREAS, the City cleaned up the Subject Property after the March 2014 resolution; and

WHEREAS, the City Council subsequently began to receive complaints of large accumulations of junk and debris located in the yard of the Subject Property; and

WHEREAS, the City Council investigated the Subject Property at its meeting on September 13, 2016; and

WHEREAS, the City Council scheduled a hearing for October 11, 2016 at 7:00 p.m. at Kenyon City Hall to make a final determination as to whether the conditions on the Subject

Property constitute a nuisance in violation of Section 2010.05 of the City Code and whether they should be abated; and

WHEREAS, the City Council directed that a Notice of Hearing on Order to Abate Nuisance (the "Notice") that provides notice of the hearing be served on the interested parties by certified mail at their address appearing in records of Goodhue County or personally if the person resides in the city; and

WHEREAS, Eugene Sherbondy is the owner of record of the Subject Property, does not reside in the city, and has two addresses in Montana; and

WHEREAS, there are several people who may or may not occupy the Subject Property including Richard Mazurkiewicz, David Voracek, Dale Voracek, Duane Ottesen, Diane Peters, and/or Michael Kissel; and

WHEREAS, the Notice was served on Eugene Sherbondy, the owner of the Subject Property by certified mail and regular mail to two addresses, one P.O. Box in Montana and one physical address in Montana, on September 16, 2016; and

WHEREAS, the Notice was served personally on Richard Mazurkiewicz, Dale Voracek, David Voracek, Duane Ottesen, and Diane Peters on September 20, 2016 and, after an attempt of service on September 20, 2016, Michael Kissel was served personally with the Notice on September 22, 2016; and

WHEREAS, the Notice was published in the City's official newspaper on September 28, 2016; and

WHEREAS, the notice sent by regular U.S. mail to Mr. Sherbondy's P.O. Box was not returned and all other notices were returned as undeliverable or labeled "no longer at this address, no forwarding address"; and

WHEREAS, the City Council conducted a hearing on this matter on October 11, 2016 and all persons desiring to be heard were afforded an opportunity to present evidence; and

WHEREAS, based on the information provided at the hearing, the City Council has decided that the conditions on the Property constitute a nuisance in violation of Section 2010.05 of the City Code and that they should be abated; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENYON, that the following constitutes the City Council's findings of fact and decision on this matter:

1. The City Council hereby finds that there are hazardous and nuisance conditions on the Subject Property that meet the definition of hazardous and nuisance conditions set forth in Section 2010.05 of the City Code.

2. The conditions on the Subject Property also constitute a public nuisance within the meaning of Minnesota Statutes Section 609.74 and City Code Section 2010.01.

3. The estimated value of the offensive items on the Subject Property is $0.00.

4. The City Attorney shall prepare an Order to Abate Nuisance substantially similar to that attached hereto as Exhibit A.

5. The City Attorney and City staff are authorized to take all necessary legal steps to effectuate service of this Resolution (Findings of Fact and Decision of the City Council) and Order to Abate Nuisance in the manner required by Section 2010.05, subdivision 5 (b) of the City Code.

Dated: October 11, 2016.

_____
Michael G. Engel, Mayor

ATTEST:

_____
Mark R. Vahlsing, City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by member _____ upon vote being taken thereon, the following voted in favor thereof: all members and the following voted against same: _____.

Whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

Order to Abate Nuisance

TO: All owners, tenants, mortgagees, and lienholders of record.

The City Council of the City of Kenyon hereby notifies you that at its meeting on October 11, 2016, after hearing evidence from all persons desiring to be heard, it has determined that the large accumulations of junk and debris in the yard of the property located at: 411 Bullis Street, in the City of Kenyon, County of Goodhue, State of Minnesota which property is legally described as:

> That part of the Southwest Quarter and the Southeast Quarter of Section 4, Township 109, Range 18, Goodhue County, Minnesota, described as follows: Beginning at a point on the Northerly line of the Right of Way of the Zumbrota and Faribault extension of the Chicago, Milwaukee and St. Paul Railway Company, 486 feet West of the West line of Lot 6, Block 1, S.A. Bullis' Second Addition to Kenyon, according to the Recorded Plat thereof, running thence North 76.00 feet; thence East 140.00 feet; thence South 75.00 feet; thence Westerly 140.00 feet along the Right-of-Way to place to beginning.

constitute a nuisance in violation of Section 2010.05 of the City Code and that they should be abated. The nuisance must be abated no later than November 4, 2016. If the abatement of the nuisance is not completed by this date, the City will enter upon the property, remove the offending items, and clean up the nuisance.

If the City is compelled to abate the nuisance, all necessary costs incurred by the City in undertaking the abatement will be assessed against the property pursuant to Section 2010.05, subdivision 8 of the City Code.

Dated: October _____, 2016

KENNEDY & GRAVEN, CHARTERED

By: _____

Scott Riggs (#0244788)
Lizzie Brodeen-Kuo (#0391949)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

REQUEST FOR COMBINATION OF DESCRIPTIONS

To: Goodhue County Land Records Coordinator

INDEPENDENT SCHOOL DIST. NO 2172, owner of the following tax parcels,

has requested they be combined:

Parcel No.

66-680-0400

66-680-0410

_____

_____

_____

As owner of the above-described property, I declare these are the parcels I request be combined under one description.

Date: _____ Signed Douglas Kyle

OFFICE USE

Section/Plat:

School District:

Taxing District:

Ownership:

Adjacent:

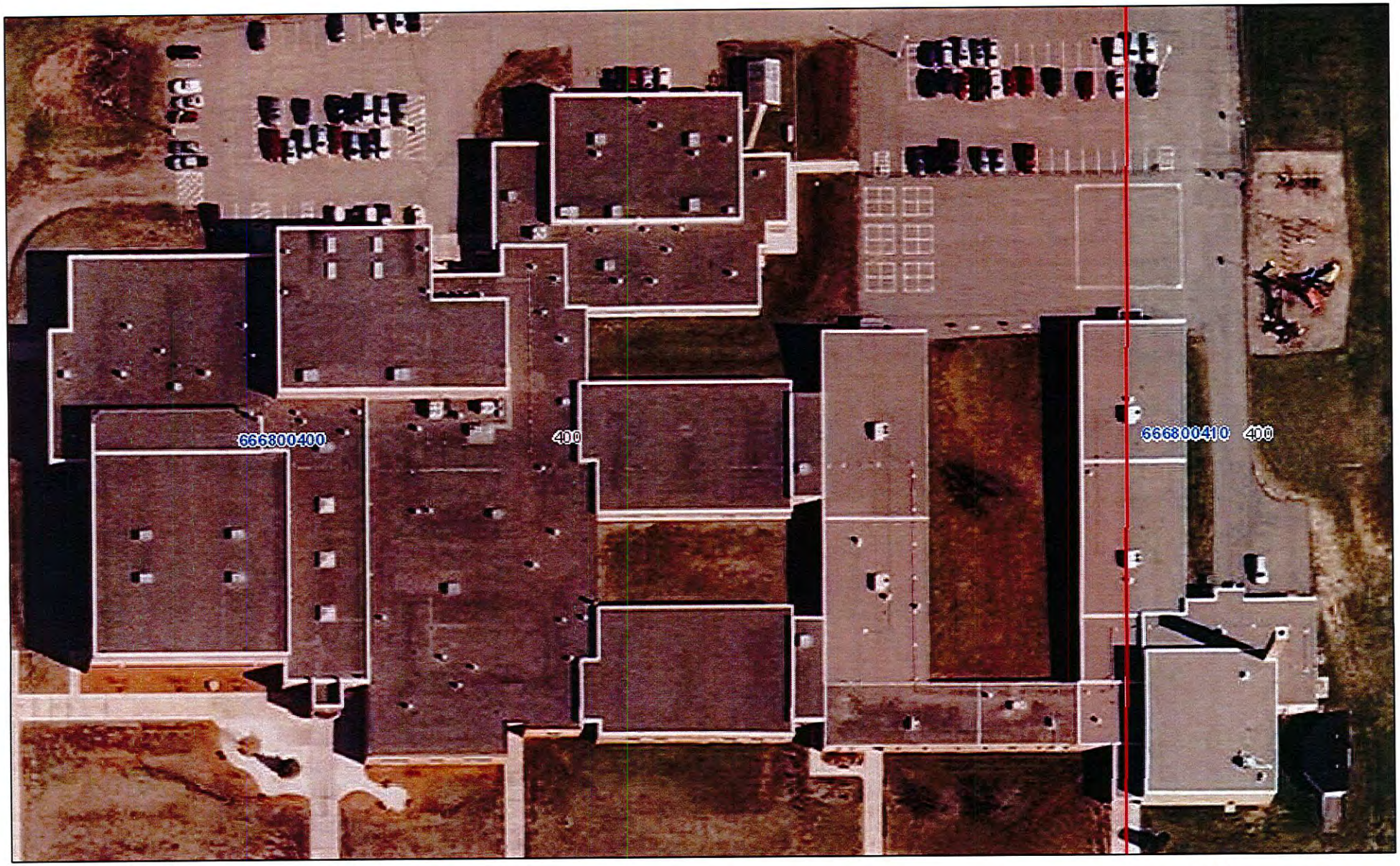
New Parcel Number:

Dated this _____ day of _____. 20____.

_____

Donald Mitchell
Goodhue County Land Records Coordinator
509 West 5th Street, Room 203
Red Wing MN 55066

ArcGIS WebMap



August 4, 2016

Search Results: Search by PIN

Override 1

House Number

PIN

Roads 9.600

Township or Other Roads

Major Roads 1,200

US Highway

State Highway

County Roads 1,200

County Roads - Gravel

County Roads - Paved

1:960

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

ArcGIS WebApp Builder

2016 AUDIT RFP QUOTES

		2016	2017	2018	total for 3 years
Smith-Schafer & Associates	Rochester	$20,675	$21,295	$21,965	$63,935
CliftonLarsonAllen	Austin	$19,225	$19,725	$20,225	$59,175
Abdo Eick & Meyers	Edina	$22,897	$23,806	$24,488	$71,191
Schlenner Wenner & Co.	St. Cloud	$17,500	$18,375	$19,200	$55,075

City of Kenyon Commercial Rehab Program

SAMPLE

Property: Ace Hardware Store

Maximum Amount: $ 50,000.00

Financing Breakdown	Percentage of Total Project Costs	Maximum Amount Allowed
5-Year Deferred Loan, forgiven at the end of 5 years	60%	$ 30,000.00
3%, 5-Year SCDP Low-Interest Loan, repaid in years 1-5 after rehab is completed	20%	$ 10,000.00
2%, 5-Year Loan from SEMMCHRA, repaid in years 6-10 after rehab is completed*	20%	$ 10,000.00

*interest does not accrue until the first payment due date.

No cash required from the owner at closing!

Minnesota
Department of Employment and Economic Development

Small Cities Development Program Preliminary Proposal

City/County Applicant: City of Kenyon
Application Author: Karen DuCharme

SCDP Amount Requested	$ 911,812.50
Amount of Other Funds	$ 508,750.00
SCDP Program Income	$ 0.00
Estimated Total Project Cost	$ 1,420,562.50

Applicant governing board (city council, county board, township board) has approved the submission of this proposal. All secondary communities' (if applicable) governing boards have approved participation in the proposed project.

Applicant's (i.e., city/county official) Signature Date

By signing above, the Applicant certifies to the best of their knowledge that the data and information provided in the Preliminary Proposal is true and correct.

Please provide a 1,000 character or less narrative of your (and other related parties) professional experience with the activity(s) you are proposing. Since August 1981, SEMMCHRA has successfully administered over 45 SCDP grants, totaling over 1,150 owner-occupied, rental, and commercial rehabilitation projects and totaling more than $14,000,000 in SCDP funds. Over $6.1 million in matching funds have also been leveraged to increase the impact the SCDP funding has had in SEMMCHRA's service area. SEMMCHRA's upper management team has 3 experienced staff in the oversight of SCDP administration. Staff recently attended DEED-sponsored trainings on Labor Standards, annual and program income reporting requirements, and fair housing. Staff utilize past rehab files and manuals that are available on DEED's website. Staff have also obtained training through Nan McKay (for HQS inspections and rent calculation), MN NAHRO, and funders. The HRA is closing out the Eastwood Apartments rehab project through Plainview's SCDP grant. MN Housing's RRDL funding was paired with SCDP funding to rehab the 24-unit Rural Development rental property.

Include experience on federal projects and Davis Bacon if applicable. Included in SEMMCHRA's SCDP administration experience listed above is over 15 grants that required Davis Bacon wage rates be administered. SEMMCHRA has administered HUD's Capital Fund Program (CFP) for its 110 units of Public Housing. This program requires administration of Davis Bacon wage rates. Staff have attended trainings that DEED has sponsored. Staff have also attended trainings at MN NAHRO Conferences, which were presented by the HUD Minneapolis Field Office's Labor Relations Specialist. Also, staff have administered Minnesota Housing projects that require wage rates be administered. Three (3) staff at SEMMCHRA have attended trainings by DEED on labor standards. The HUD Minneapolis Field Office is hosting Labor Standards training in October 2016. SEMMCHRA has two (2) staff registered to attend.

Please list the activities you plan to apply for. Please separate administration costs from the activity.

Activity	# of Units	SCDP Cost per Unit	Total SCDP	Total Leveraged Sources	Source of Leveraged Funds- use "c" after source if committed	Total Costs
Owner-Occupied Rehab	15	$18,750.00	$281,250.00	$93,750.00	USDA Rural Development Section 504 Funds, Weatherization, Minnesota Housing Fix Up Program, City of Kenyon, Goodhue County, SEMMCHRA, Owner's Resources	$375,000.00
Owner-Occupied Rehab Admin	15	$2,437.50	$36,562.50	$7,500.00	SEMMCHRA	$44,062.50
Rental Rehab	12	$10,000.00	$120,000.00	$270,000.00	RRDL	$390,000.00
Rental Rehab Admin	12	$1,500.00	$18,000.00	$30,000.00	RRDL	$48,000.00
Commercial Rehab	10	$40,000.00	$400,000.00	$100,000.00	Goodhue County, SEMMCHRA	$500,000.00
Commercial Rehab Admin	10	$5,600.00	$56,000.00	$7,500.00	SEMMCHRA	$63,500.00
Totals	34	$78,287.50	$911,812.50	$508,750.00		$1,420,562.50

Please fill out the information for the activities you are proposing. Leave blank if you are not proposing that activity. For Public Facilities you must list the specific activity. Wastewater treatment facility is not acceptable as an activity. Main water line, ponds, sanitary sewer lines are some good examples. For rental rehab list each activity separately and provide separate budgets for each.

Small Cities Development Program

Commercial Rehab

Eligible Properties

- Commercial property located in the target area
- Commercial structure or a mixed-use structure
- Structure is suitable for rehabilitation
- Property taxes are current
- Minimum project cost of $5,000

Commercial Rehab *$40,000 Maximum SCDP Assistance*	
5-Year Deferred Loan	60%
Low-Interest SCDP Loan	20%
Owner's Match	20%

Financial Assistance

- Deferred loan amount will vary on a case-by-case basis
- Deferred loans are secured with a Repayment Agreement. If the property is sold or title is transferred:

  ~ within the 5 yrs., the full amount must be repaid to the HRA

  ~ at the end of the 5th year, the loan is forgiven (becomes a grant)

Compliance Requirements

- The accessibility requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1975 will be incorporated into rehab projects.
- Commercial rehabilitation projects must comply with the Davis Bacon and other labor standards *(SEMMCHRA staff is available to assist owners with the Davis Bacon requirements)*
- Rehabilitation work must comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act. Requirements are determined on a case-by-case basis.

Eligible Improvements

- Store front façade
- Exterior painting
- New signs or awnings-upgrade exterior appearance
- Health & safety issues
- Energy improvements
- Roof replacement
- Electrical rewiring
- Heating systems
- Code violations
- Accessibility improvements

SEMMCHRA
Southeastern Minnesota Multi-County Housing & Redevelopment Authority

134 East Second Street, Wabasha 55981
Phone: 651-565-2638, ext. 213
kducharme@semmchra.org

EQUAL HOUSING OPPORTUNITY

SEMMCHRA
Southeastern Minnesota Multi-County Housing & Redevelopment Authority

September 16, 2016

Dear Commercial Business/Building Owner:

The City of Kenyon is currently working with the Southeastern Minnesota Multi-County Housing and Redevelopment Authority to secure grant funds for rehabilitation of commercial, rental, and owner-occupied housing properties in the City of Kenyon. The Small Cities Development Program administered by the Minnesota Department of Employment and Economic Development awards funds to communities to address these needs.

Enclosed is a commitment letter and commercial building condition survey that will put your name on the commercial rehab waiting list for the City of Kenyon. When funds are awarded, our office will contact the people on the waiting list before marketing the program elsewhere.

This letter **does not** bind you to any sort of financial commitment at this time. The letter's sole purpose is to get a waiting list generated.

Also, enclosed is an application for the commercial rehabilitation program and informational flyer. All information included on of the forms is strictly confidential. Please note that the term of the deferred loan has been reduced from a 10-year term loan to a 5-year loan.

Please return the commitment letter, commercial survey and if interested, application, to me in the enclosed pre-stamped envelope.

If you have any questions, please feel free to contact me at 651-565-2638, ext. 213 or email me at kducharme@semmchra.org.

Sincerely,

Karen DuCharme
Community Development Director (ext. 213)

Enclosures

134 East Second Street • Wabasha MN 55981 • **phone** (651) 565-2638 • **fax** (651) 565-3836 • www.semmchra.org
SEMMCHRA is an Equal Opportunity Provider and Employer.

September 16, 2016

City of Kenyon
709 2nd Street
Kenyon, MN 55946

RE: COMMITMENT TO PARTICIPATE IN THE CITY OF KENYON 2017 SCDP COMMERCIAL REHAB PROGRAM

Dear City of Kenyon:

This letter is to express our commitment to participate in the **2017 SCDP Commercial Rehabilitation Program** if the City is successful with our grant application. The program design, as outlined in the informational meetings and the public hearing has these elements:.

% Project Cost	Source
60%	SCDP, 0% Interest, 5-Year Deferred Loan
20%	SCDP, 3% Interest, 5 Year Loan
20%	Owner/Private/City Low-Interest Loan

We understand that our potential obligation to the rehabilitation effort could be approximately 20% of the total project cost. We also understand that $40,000 is the maximum amount of SCDP funds available for any single project.

Eligible activities are generally limited to necessary exterior improvements such as roofing, windows & doors, siding, foundation work, signage. Activities such as plumbing, electrical and HVAC upgrades must demonstrate health/safety and building code violations in order to be eligible for SCDP assistance. We have identified improvements to our building that meet these requirements. We understand that funding will not be available prior to the summer of 2017, and only improvements undertaken after that time are eligible for SCDP assistance. We also understand that Davis Bacon Wage Rates are enforced.

Our commitment to participate is dependant upon the City receiving the SCDP grant funds and our ability to secure the necessary leveraged funding resources from our lender or our equity funds. We estimate the average total project cost would be approximately: $30,000 and our portion of the required financing could be 20% of this amount or approximately $6,000.

Our participation in this program would be for the property listed on the enclosed application:

Owner Name: _____ Business Name: _____
(print)
Business Address: _____

Sincerely;

_____
Business or Property Owner

Please turn page over and continue

Commercial Building Condition Survey
City of Kenyon, Minnesota

Building Type: Commercial ____ Mixed Use ____ Residential Rental Units ____

Occupancy Status: Owner Occupied ____ Tenant Occupied ____ Vacant ____

1. Please rate the following conditions of your business establishment's building

A. Exterior	Good	Fair	Poor	**B. Interior**	Good	Fair	Poor
Roof				Ceiling			
Walls				Walls			
Windows/Doors				Floors			
Foundation							
C. Mechanical Systems	Good	Fair	Poor	**D. Energy Conservation**	Good	Fair	Poor
Plumbing				Ceiling			
Electrical				Walls			
HVAC				Foundation			
E. Miscellaneous	Good	Fair	Poor				
Smoke Alarms							
Sprinkler System							
Handicap Accessible							

2. Utilization of grant funds will require a financial commitment of the property owner. In your situation, if you were to make a financial commitment to secure other loan funds, how much of a monthly payment would you be willing make over a 5-year period?

Less than $100____ $100 to $199____ $200 to $299____ $300 to $399____ $400 or more____

Please return this letter and survey to the SEMMCHRA office by October 5, 2016.

Thank you for your time!

CITY OF KENYON AND
SE MN MULTI-COUNTY HRA
COMMERCIAL REHABILITATION PROGRAM
APPLICATION FOR DEFERRED LOAN/MORTGAGE LOAN PROGRAM

A. APPLICANT INFORMATION

Name of Applicant: _____

Federal ID# or Social Security No: _____

Address of Applicant: _____
Street City, State Zip

B. PROPERTY INFORMATION

Contact person: _____

Address of Building to be rehabilitated:

_____
Street City State Zip

Telephone: ( ) _____ ( ) _____
Residence Work Phone

Age of Building: _____ Existing Building Use: _____

General Description of
Building: _____

_____

_____

Is the building on the National Historic Register? Yes _____ No _____

Is the building in a 100-year flood plain? Yes _____ No_____

C. OWNERSHIP INFORMATION

Ownership interest in property to be improved:

( ) Contract for Deed
( ) Outstanding Mortgages
( ) Free and Clear
( ) Lessee: Specify term of Lease: _____
( )Other: Specify _____

Names on the Title: Specify ownership interest of each name on the title.

_____ _____

_____ _____

Amount of Outstanding Principal owed on Building $ _____

ATTACH A COPY OF THE MOST RECENT PROPERTY TAX STATEMENT
FROM THE COUNTY ASSESSORS OFFICE

(OVER)

D. PROPOSED PROJECT INFORMATION:

Your description of the scope of the project: _____

_____

_____

Impact of Project on Jobs: No. Existing ____ No. Created ____ Total___
List Proposed Improvements to:

1. Exterior Improvements: _____

_____

Signage: _____

_____

Awning: _____

_____

Interior: _____

_____

Your best estimate of the total project cost: $_____

E. PRIVATE MATCH OF FUNDS

Resources to be Utilized for Private Match of Funds:

( ) Personal Savings
( ) Mortgage
( ) Private Loan
( ) Other, Specify _____

I certify to the best of knowledge that the information contained herein is complete and accurate. I authorize representatives of the Southeast Minnesota Multi-county Housing and Rehabilitation Authority and City the right to access the property to be improved for the purpose of the deferred loan and mortgage program.

_____

Applicant Signature

_____

Date

NOTE: ALL NAMES AND FINANCIAL INFORMATION PROVIDED ON THIS APPLICATION ARE CONSIDERED PRIVATE DATA ON INDIVIDUALS AND ARE SUBJECT OF PRIVACY OF INFORMATION PROVISIONS, PURSUANT TO STATE STATUE

Return To:

SEMMCHRA
134 EAST SECOND STREET
WABASHA, MN 55981
(651)565-2638

H:\COMMON\CHRISTIN\CR-15.WPD

RESOLUTION NO. 2016-24
CITY OF KENYON
COUNTY OF GOODHUE
STATE OF MINNESOTA

A RESOLUTION OF ADOPTION OF GENERAL ELECTION JUDGES FOR 2016

WHEREAS, The City Council of the City of Kenyon is required by MS 204B.21, Sec. 2, to officially approve the appointment of election judges; and

WHEREAS, the Kenyon City Council hereby adopts the judges listed on Exhibit A, hereto attached, as the official judges for the November 8, 2016, General Election, with the understanding that amendments may be necessary to the appointments in order to fill vacancies and meet party splits.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Kenyon that the names listed on Exhibit A, hereto attached, are the official Election Judges for the City of Kenyon, General Election, November 8, 2016.

Adopted by the Kenyon City Council this the 11th day of October 2016.

ATTEST:

_____
Mark R. Vahlsing, City Administrator

_____
Michael Engel, Mayor

Attachment A

Mark Vahlsing – Head Judge

Pam Blow

Steve Alger

Marlene Malerich

Rhana Olson

Mary Hagen

Debbie Tungland

Mary Danielson Gates

Sue Dodds

Margaret Scott

John Phipps

Carmen Nesseth

Trudy Johnson

Coralee Monroe

Linda Barsness

LaDonna Holmes

JAMES R GOULD
666400170103 GATES AVE
CITY OF KENYON
666400130
360050500
FESTAL FARMS CO
666400090
Sec 8
T109N R18W
666400181
666400190
2ND ST
661200010
GARY L SWELLAND
360050600
CARL D HEGSETH
1029 2ND ST
661400210
CECELIA M FOSS
661400270
City of Kenyon
Kenyon
661200080
MANTMANTORVILLE RD
667000010
663750040
663750041
ADRIAN ALGOT MOGREN
667000050
3888 COUNTY 12 BLVD
ERIC LACANNE
360100100
360100200
DIANE K BARRETT
667000020
Sec 10
T109N R18W
1301 MANTORVILLE TRL
PETER M HEGSETH REV TRUST
667000030
667000090
360100300
360100900
WAYNE L SPIDAHL
663750010
667000070
56
12
CROSS ST
MART ST
PINE ST
LANGFORD AVE
LAWN ST
HOME ST
CENTENNIAL DR
FOLDCRAFT CO
TRAILER CLAIER CT
RED WING AVE
SOUTHVIEW ESTS
GATES AVE
TRESTLE VIEW RD
AGNES AA

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is entered into this 26th day of September, 2016, by Gary Swelland and Ileen Swelland, a married couple, (the "Sellers") in favor of the Kenyon Economic Development Authority, a public body corporate and politic under the law of Minnesota (the "Buyer").

WHEREAS, Sellers own property located in the City of Kenyon, Goodhue County, Minnesota, being legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Buyer wishes to purchase the Property under certain terms and conditions as set forth in this Agreement; and

WHEREAS, Sellers are willing to sell the Property.

NOW, THEREFORE, for mutual consideration, Sellers and Buyer agree as follows:

Section 1. Purchase of Property.

1.1. Offer and Acceptance. Sellers hereby agree to sell the Property to Buyer and Buyer hereby agrees to purchase the Property pursuant to the terms and conditions of this Agreement.

1.2. Purchase Price. Buyer agrees to pay Sellers a total of Two Hundred and Thirty Six Thousand and 00/100 Dollars ($236,000.00) for the Property.

1.3. Closing. The closing ("Closing") on the purchase of the Property shall occur on a business day not later than December 31, 2016, or on a mutually-agreeable date between Sellers and Buyer. Unless otherwise mutually agreed by Sellers and Buyer, the execution and delivery of all deeds, documents and the payment of any purchase price shall be made in cash at the offices of Buyer. Buyer shall take possession of the Property on the day of execution and delivery of the deed.

1.4. Vacant Land. Sellers warrant that the Property is vacant land.

1.5. Examination of Title.

(a) Within five (5) days after execution of this Agreement, Sellers shall surrender any abstract of title or registered property abstract and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or to Buyer's designated title service provider; and

(b) As soon as reasonably possible after execution of this Agreement, Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

Buyer shall have twenty (20) days after obtaining the title evidence to examine same and to make any objections concerning the condition of the Property's title. Objections to the condition of

title shall be made in writing and addressed to Sellers. Failure on the part of Buyer to make objections within the twenty (20) day period shall constitute a waiver of Buyer's right to object to the condition of title. If Buyer provides written objections to title, Sellers shall have ninety (90) days to cure the defects cited by Buyer or to inform Buyer in writing that Sellers cannot or will not cure said defects. If there are no defects in title to which Buyer objects in writing or Buyer fails to object in a timely manner or if Sellers cure the defects within the prescribed period, the parties will proceed to closing. If there are defects in title to which Buyer has objected in a timely manner and which Sellers cannot or will not cure, Buyer may terminate this Agreement at its option within ten (10) days of notice from Sellers of its inability or unwillingness to cure. Sellers shall have no obligation to cure any defects in the Property's title. If Buyer chooses to terminate this Agreement pursuant to this Section 1.6, Buyer agrees to execute a quit claim deed regarding the Property in favor of Sellers and Sellers shall refund to Buyer all earnest money and deposits received, if any. Thereafter the parties shall have no further obligation towards one another with regard to this Agreement or the Property. Buyer may also choose to proceed to closing on the Property and take title subject to the defect.

1.6. Survey. Buyer may obtain at its expense, a boundary survey for the Property. Sellers agree to grant to Buyer a right of entry as set forth in Section 8 of this Agreement onto the Property to facilitate the survey contemplated herein.

Section 2. Documents.

2.1. Warranty Deed. Sellers shall deliver at Closing a warranty deed for good, marketable, insurable, and indefeasible title, duly executed in recordable form from Sellers to Buyer conveying the Property, subject only to the following permitted exceptions:

A. building and zoning laws, ordinances, state and federal regulations;

B. public utility and road easements of record which do not materially interfere with the use or development of the Property;

C. lien of current taxes not yet due and payable (not including Green Acres taxes); and

D. reservation of any mineral rights or minerals to the State of Minnesota.

2.2. Documents to be Delivered at Closing by Sellers. In addition to the Warranty Deed required at paragraph 2.1., Sellers shall deliver at Closing to Buyer, in a form approved by Buyer prior to Closing.

A. Standard form Affidavit of Seller.

B. "Bring-down" certificate, certifying that all of the warranties made by Sellers in this Agreement remain true as of Closing.

C. Certificate that Sellers are not foreign persons.

D. Well disclosure certificate, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to paragraph 2.1 above must include the following statement: "Sellers certify that they do not know of any wells on the described real property."

Sellers agree to have all wells located on the Property that are not in use sealed by a licensed well contractor at Sellers' expense prior to Closing.

Sellers agree to escrow funds at closing for the purpose of locating and sealing wells if circumstances prohibit locating and sealing wells prior to closing.

E. Individual sewage treatment system disclosure statements prepared on forms provided for that purpose as required by applicable statutes.

F. Methamphetamine disclosure form required by applicable statutes.

G. Copy of any lease agreements affecting the Property, if any.

H. Evidence of the termination of any lease agreements.

I. Such other documents as may be reasonably required by Buyer's title examiner or title insurance company.

2.3. Closing Costs and Related Items.

A. Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement; (b) the premium for title insurance policy, if any, obtained by Buyer; and (c) recording fees required to enable Buyer to record its deed from Sellers under this Agreement.

B. Sellers will pay: (a) any transfer taxes required to record the deed from Sellers under this Agreement; (b) all liens, encumbrances or mortgages, and (c) any other recording fees that may be required to give Buyer good marketable title to the Property.

Section 3. **Taxes.** Real estate taxes due and payable in the year of closing upon the sale of the Property, if any, shall be paid by Sellers and Buyer, pro-rata as of the date of Closing. Sellers shall pay all delinquent taxes and penalties and interest thereon on or before Closing, if any. Sellers shall pay at Closing all special assessments or similar governmental impositions levied, pending or deferred against the Property. Buyer shall be responsible for all special assessments or similar governmental impositions levied against the Property from the day after Closing. If this conveyance constitutes a split in a legal description or tax parcel, Buyer's pro-rata share of taxes due in the year of closing shall be based on the date of closing and on the percentage of the tax parcel acquired by Buyer. If Closing occurs prior to the date the amount of real estate taxes due in the year of closing are available, the current year's taxes will be pro-rated

based on the amount due in the prior year. Sellers shall also pay in full all deferred real estate taxes due upon sale of the Property, including any Green Acres taxes.

Section 4. Representations and Warranties by Sellers. Sellers represent and warrant to Buyer that:

4.1. Sellers have full power and authority to enter into and perform this Agreement in accordance with its terms.

4.2. Sellers have good, insurable and marketable title in fee simple to all of the Property.

4.3. Sellers will not be entitled to any relocation benefits or assistance as a result of exercise of this Agreement with Buyer.

4.4. Upon transfer of the Property to Buyer, no third party by virtue of any purchase agreement, letter of intent or similar instrument executed by Sellers, unless such instrument is assigned to Buyer at Buyer's request, will have any claim or right to or against the Property, or against Buyer as a result of any such instruments.

4.5. Sellers have no notice or knowledge of: (i) any violation of any law, ordinance, rule, code or regulation requiring or calling attention to the need for any improvement, construction, alteration or installation on or in connection with the Property; (ii) any uncured notice of any unsatisfactory condition concerning the Property from any insurance company, Board of Fire Underwriters or mortgagee; or (iii) any planned, pending or contemplated condemnation, eminent domain, or similar action or proceeding with respect to the Property or any part thereof.

4.6. There have been no bankruptcy or dissolution proceedings involving Sellers during the time Sellers have had any interest in the Land; there are no unsatisfied judgments or state or federal tax liens of record against Sellers; there are no unrecorded mortgages, contracts for deed, purchase agreements, options, leases (other than disclosed pursuant to paragraph 6.1.D), easements, or other agreements or interests relating to any of the Property; and there shall be no persons in possession of any portion of the Property other than Sellers at the time of Closing.

4.7. Sellers are not in default in the performance of any obligations under any easement agreement, covenant, condition, restriction, or other instrument relating to the Property.

4.8. There is a right of access to the real Property from a public right-of-way.

4.9. There has been no labor or material furnished to the Property for which payment has not been made.

4.10. There are no present violations of any restrictions relating to the use or improvement of the Property.

Sellers hereby agree that each of the foregoing representations and warranties shall survive closing hereunder and that the breach of any thereof shall constitute a default, whether said breach occurs prior to or after Closing, entitling Buyer to exercise any remedy provided to Buyer in this Agreement in the event of a default by Sellers.

Section 5. **Default.** If Sellers default in their obligation to close and deliver the deed in accordance with the provisions of this Agreement, Buyer may, by notice upon Sellers, (i) terminate this Agreement, in which event Sellers shall reimburse Buyer for all costs and expenses incurred by Buyer in connection with this transaction up to and including the date of default, or (ii) avail itself of any other remedy for said default which it may have at law, in equity or by statute, including, but not limited to, an action for damages; or (iii) seek specific performance, and the reimbursement of costs and expenses. If Buyer shall default in the performance of any of its obligations hereunder, then Sellers may avail themselves of any remedy for said default which they may have at law, in equity or by statute, including, but not limited to, an action for damages and/or specific performance.

Section 6. **Contingencies.**

6.1. Buyer's obligation to buy the Property is contingent upon the following:

A. Buyer's determination of marketable title pursuant to Section 1.6. of this Agreement; and

B. Buyer's determination, in its sole discretion, that the results of the site inspection and Phase I report under Section 8 of this Agreement are satisfactory to Buyer.

C. Buyer obtaining adequate financing, in its sole discretion, for Buyer's project contemplated for the Property.

D. Sellers' provision to Buyer of copies of all written leases, if any, and a list of any outstanding verbal agreements regarding leasehold agreements and evidence that such leases or agreements have been terminated.

E. Sellers agree to have all wells located on the Property that are not in use sealed by a licensed well contractor at Sellers' expense pre- Closing, or if circumstances prohibit locating and sealing wells prior to Closing, to escrow funds sufficient to comply with this condition post-Closing.

If approval of this Agreement by Buyer does not occur on or before September 30, 2016, this Agreement is void. Buyer shall have until forty-five (45) days from execution of this Agreement to confirm, in writing, that the remaining contingencies have been met. The above-listed contingencies are solely for the benefit of Buyer and may be waived in writing by Buyer. If the contingencies are met, then Buyer and Sellers shall proceed to close the transaction as contemplated herein. If, however, one or more contingencies is not satisfied, or is not satisfied

on time, and is not waived in writing by Buyer, this Agreement shall thereupon be void. If this Agreement is voided Buyer and Sellers shall execute and deliver to each other a recordable document evidencing the termination of this Agreement. As a contingent agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.21, et seq.

6.2. Sellers' obligation to sell the Property is contingent upon the following:

A. Payment of purchase price pursuant to the terms of this Agreement.

Section 7. Maintenance of Property Prior to Closing. Until Closing, Sellers shall have the full responsibility for the continued maintenance of the Property. Prior to Closing:

A. Sellers shall not cause any new liens, leases, contracts or encumbrances to be created by Sellers against the Property;

B. Sellers shall (i) maintain the Property in good repair, (ii) not make, terminate or materially change, amend, modify materially any agreements relating to the Property or other rights, obligations or agreements relating to use, ownership or operation of the Property where such changes, amendments or modifications would increase Sellers' obligations, liability or expenses thereunder, not enter into any commitments for the rental or use of the Premises or any portion thereof, and (iii) not make any substantial alterations or changes to the Property other than ordinary and necessary maintenance repairs without Buyer's prior written approval, which shall not be unreasonably withheld or delayed.

Section 8. Right of Entry and Environmental Representations.

8.1. Buyer and its agents shall have the right to enter upon the Property after the date of this Agreement for the purpose of determining the Property's suitability for Buyer's intended use preparing surveys and maps, delegating wetlands and conducting such environmental examination and tests as Buyer deems necessary. Buyer agrees to indemnify Sellers against any liens, claims, losses, or damage occasioned by Buyer's exercise of its right to enter and conduit tests upon the Property. Buyer agrees to provide Sellers with a copy of any report prepared as a result of such examination and tests.

8.2. Sellers represent and warrant, that to the best of Sellers' knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601-9657, as amended) or the Minnesota Environmental Response and Liability Act ("MERLA") ("Hazardous Substances") have been generated, treated, stored, released or disposed of, or otherwise placed or deposited in or located on the Property nor has any activity been undertaken on the Property that would cause or contribute to (a) the Property becoming a treatment, storage or disposal facility

within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq., or any similar state law or local ordinance, (b) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants from the Property within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, MERLA or any similar state law or local ordinance, or (c) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., or the Clean Air Act, 42 U.S.C., § 7401 et seq., or any similar state law or local ordinance. Sellers represent and warrant that it has no knowledge of, and has not placed or deposited in or located on the Property any substances or conditions that may form the basis of a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, with the exception of such materials normal to and reasonably necessary for agricultural uses and such maintenance operations reasonably conducted on the Property.

8.3. Buyer may obtain a Phase I environmental site assessment and Sellers shall timely provide all information requested by Buyer or its agent in preparing the same.

8.4 Sellers shall indemnify, defend and hold harmless Buyer against any claims, costs, damages, fees, or penalties arising from or related to a release, discharge, disposal, or presence of any Hazardous Substances (as previously defined in this Section) at the Property that occurred prior to Closing. Sellers' obligations under this paragraph shall survive the termination of this Agreement.

Section 9. Possession.

9.1. Possession. Sellers shall transfer possession of the Property to Buyer no later than the date of Closing.

9.2. Removal of Property. Sellers agrees to remove from the Property all debris and items of Sellers' personal property not included in this sale no later than date of Closing. Items not removed by Closing will be disposed of by Buyer, and the cost of disposal will be Sellers' expense.

9.3. Utilities. Sellers agree to pay all charges for sewer, water, electric, gas, and cable television or any other applicable utilities until Closing, if any.

9.4. No encumbrances. Sellers agree not to place any liens or encumbrances on the Property after the date of this Agreement.

Section 10. Miscellaneous.

10.1. Notice. Any notice must be in writing, and will be deemed delivered if delivered personally or when deposited in the United States Mail, postage pre-paid at the following addresses (or such other address as may be designated in writing):

controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their names and on their behalf on or as of the date and year first above written.

SELLERS

By: Gary L Swelland 9-26-2016
Gary Swelland

By: Ileen Swelland
Ileen Swelland 9-26-2016

BUYER
Kenyon Economic Development Authority

By:
Dan Dummer
Its: President

By: Mark R. Vahl
Mark R. Vahlsing
Its: Executive Director

EXHIBIT A
LEGAL DESCRIPTION*

That part of Lot One (1) of Auditor's Subdivision of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Three (3), in Township 109 North, of Range 18 West, lying North and East of the Kenyon-Mantorville Road, and South and East of the right-of-way of the Chicago Milwaukee and St. Paul Railway Company; EXCEPTING that part thereof deeded to Goodhue County, State of Minnesota; and EXCEPTING that part thereof described as follows: Beginning at the Southeast corner of said Southeast Quarter (SE ¼) of said Southwest Quarter (SW ¼), running thence North 57 feet, thence West 850 feet, thence Southeast along the center of Kenyon-Mantorville Road a distance of 139 feet to the intersection of the South line of the said Section 3, thence East along said section line a distance of 728 feet to the point of beginning, containing 1 acres, more or less.

ALSO, the abandoned railroad right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company across the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 3, Township.109 North, Range 18 West.

Subject to easements and roads rights of way.

* **[The parties to this Purchase Agreement are in the process of verifying and clarifying the legal description of the Property.]**

PERFOBASK PROPOSAL

This offer is for the supply of a **DRYCAKE PERFOBASK model DSS-C 500 with 3mm perforations** for replacement. The screen consists of a stationary, semi-cylindrical screen basket, concentric screw conveyor / dewatering screw, compaction zone, support structure and electrical control system.

The DSS-C 500 is able to treat **600GPM** of wastewater.

The equipment quoted in this offer is suitable for a **Class 1 Div. 2 environment.**

As the equipment needs to be adapted to the site layout, the dimension will be validated by site measurement prior construction.

NOT INCLUDED IN SCOPE OF SUPPLY

The followings are **never included by DRYCAKE**:

- Dewatered screenings bin;
- Design and supply of structural supports;
- Civil or structural modifications or design;
- Field power and instrumentation wiring;
- Field-run piping;
- All that is not specified in the offer.

PRICE SCHEDULE

Description	Qty	Unit rate USD	T
Spiral Screen - DSS-C 500 *Area: Class 1 Div. 2* *Material: AISI 304* *Orifice Diameter: 3mm* *Inclination: 45 degrees*	1	$28,000	
Freight Estimate *Packing, Shipping & Forwarding, any Duties & Customs Clearance*		$3,000	
		TOTAL PRICE:	**$31,000**

September 27, 2016

To: Administrator Vahlsing, Mayor Engel and Council

From: Steve Baalson, Public Works Superintendent

I have reached the age where I think it's best for me to retire. It's been quite an experience working here for over 21 years. Just remembering where the City Hall used to be, the Library and the Public Works Building. All the changes the City has gone through during those years, and the many different people that have come and gone, including the Mayors, City Administrators, City Council Members and also Public Works employees. The upgrade of the WWTP and the reconstruction of the pond was a long process, but much needed. (Something I won't forget.)

There have been lots of ups and downs, and it's been quite a ride, but I respectfully submit my resignation as of January 20, 2017.

Thanks for the opportunity to work for the City of Kenyon.

Steve Baalson

RESOLUTION NO. 2016-26
CITY OF KENYON
COUNTY OF GOODHUE
STATE OF MINNESOTA

A RESOLUTION APPROVING A COOPERATIVE SNOW REMOVAL AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

WHEREAS, joint snow removal by municipalities and the Minnesota Department of Transportation (MnDOT) on state roads is standard policy; and

WHEREAS, it is in the best interest of the City of Kenyon to enter into a Snow Removal Agreement with MnDOT.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Kenyon, Goodhue County, Minnesota, that the City of Kenyon shall removal all snow from the following roadways: Trunk Highway 60 (2nd Street) from Spring Street to Langford Avenue and on Trunk Highway 56 (Red Wing Avenue) from Second Street to Front Street.

BE IT FURTHER RESOLVED that MnDOT shall pay all expenses incurred for accumulating and loading said snow and the City of Kenyon shall pay for the hauling and dumping of same.

Adopted by the City Council on this 11th day of October 2016.

_____
Michael Engel
Mayor

ATTEST:

_____
Mark Vahlsing
City Administrator

Mn/DOT TP-01726-03 (9-93)

Office File Number _____

Minnesota Department of Transportation

INFORMAL BID FOR SERVICES AND RENTALS

INSTRUCTIONS: Prepare one copy for each unit bid. Send to the Area maintenance Office.*

THE UNDERSIGNED AGREES TO FURNISH THE FOLLOWING EQUIPMENT AT THE RATE BID AND ACCORDING TO THE FOLLOWING PROVISIONS:

For completion by Mn/DOT

1. The earnings under this bid are limited to $15,000 for competitive bids (3 bids where practical).

2. The rental rate shall include all supplies necessary, except as noted, to operate the equipment and maintain it in proper order, and _____ Be vendor operated; or _____ Be Mn/DOT operated–with supplies noted in the description space below. (Check appropriate blank)

3. When owner provides the operator, she/he shall furnish to the Area Maintenance Office a Certification of Insurance for:

a. Public Liability and Property Damage coverage to cover this equipment.

b. Worker's Compensation coverage as required by State law, covering workers furnished by the owner.

Payment will not be made for equipment rental until the insurance certificate has been furnished.

4. When Mn/DOT operated, physical damage insurance by : Self _____ Vendor _____ D.O.A. _____ (When D.O.A. is used, call State Equipment Engineer.)

For completion by Owner

Description of Equipment John Deere Payloader, Sterling Dump Truck w/ wing, Plow trucks

Type Snow Removal Equipment

Description TH 60 / Main Street Snow Removal Contract

Bid Rate Per Unit of Measure $ 150/hr. Unit of Measure (Completed by Mn/DOT) _____

MN Tax ID No. or Soc. Sec. No. (Name on Soc. Sec. Card-if used for I.D. Number) 8023168

OWNER (fill in information below)

Name/Company City of Kenyon Date October 11, 2016

Address (city, state, zip) 709 2nd St. Kenyon, MN 55946 Phone No. (507) 789-6415

Authorized Signature _____ Title City Administrator

For Department Use ONLY

Name of Person Soliciting Bid Title Date

Location of Work Where Equipment Will Be Used

Expiration Date Accepted by Date

* A copy will be returned to the successful bidder after approval.

2016-03

Fee: $25

Dance Permit

STATE OF MINNESOTA

CITY OF KENYON
GOODHUE COUNTY

Whereas, John Lee of the *Kenyon Firefighter's Relief Association* has complied with all the requirements of said Ordinances necessary for obtaining this License:

Now, Therefore, By order of the Kenyon City Council, and by virtue hereof, said *Association* is hereby licensed and authorized to hold a dance at the location known as the Kenyon Fire Hall from **5:00 p.m. on November 26, 2016, ending at 1 a.m. on November 27, 2016,** subject to the following conditions:

- That said applicant secure and cause to be present during the entire event for which this permit is issued, Council approved security provided at the applicant's expense whose duty it shall be to enforce the conditions hereof and the laws of the State of Minnesota relating to the holding and conduct of public dances.

Given under my hand and the corporate seal of the City of Kenyon
This 11th day of October A.D. 2016.

Attest: _____ ***City Administrator***
Mark Vahlsing

_____ ***Mayor***
Michael Engel

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organized	Tax exempt number
KENYON FIREMEN'S RELIEF ASSN	Jan 1, 1950	

Address	City	State	Zip Code
BOX 6	KENYON	Minnesota	55946

Name of person making application	Business phone	Home phone
JOHN LEE	507-789-6415	507-838-8097

Date(s) of event: NOVEMBER 26 - 27, 2016

Type of organization: ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit

Organization officer's name	City	State	Zip Code
JOHN LEE, CHIEF	WEST CONCORD	Minnesota	55985
SCOTT MINER	KENYON	Minnesota	55946
		Minnesota	
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
KENYON FIRE HALL

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
COLLEGE CITY BEVERAGE
700 RAILWAY ST. S; DUNDAS MN 55019

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
YES, MJUA $500,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

CITY OF KENYON
City or County approving the license

Date Approved

WAIVED
Fee Amount

Permit Date

10-11-16
Date Fee Paid

pblow@cityofkenyon.com
City or County E-mail Address

507-789-6415
City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US