

**ELYSIAN CITY COUNCIL  
SPECIAL MEETING  
FEBRUARY 18, 2016**

The Elysian City Council met in special session on Thursday, February 18, 2016 at City Hall at 6:00 pm.

Roll Call: Mayor Clinton Stoen; Councilmembers Robert Houlihan, Tom McBroom, Mary Opsahl, Dennis Schnoor, City Administrator Lorri Kopischke, Public Works Director Ron Greenwald, and City Attorney Jason Moran. Absent: None.

The purpose of this meeting was to discuss and/or take action on the sale of the property legally described as "The North 50 feet of Lot 7 and the North 50 feet of the West 25 feet of Lot 6, Block 20, Elysian Logan, City of Elysian, LeSueur County, Minnesota" to Henninger Properties, LLC.

Attorney Jason Moran presented a purchase agreement to sell the property to Henninger Properties, LLC for \$1,000, and Addenda to the Purchase Agreement – Escrow Agreement, Quit Claim Deed and a design of the proposed Laundry Mat Facility. The Addenda to the Purchase Agreement includes the following additional terms and conditions:

1. Buyer will deposit \$10,000 into an Escrow Account with these funds being held in Escrow by the City of Elysian as security for Buyer's completion of the following:

- a. Buyer agrees that by June 1, 2017, it will fully and completely pave (with either concrete or bituminous) the parking lot area of the property purchased herein and as more fully described on the building permit plan; attached hereto.
- b. Buyer agrees that the parking lot area described on the building permit plan and attached hereto shall be made open and available to the public.
- c. Buyer agrees that it will not disturb, and that it will keep fully in place, the 10x15 foot park area located at the Southeast Corner of the property purchased herein.
- d. Buyer agrees that it will construct a Laundry Mat Facility as is presented in the building permit plan, attached hereto, and will open said facility to the public, and keep that facility open to the public for two (2) years following its opening.
- e. Buyer agrees that prior to making any connection to the City's water and sewer main infrastructure Buyer will, prior to making any said connection, secure the City's express permission to do so.
- f. Seller has further agreed that any and all Sewer Access Charges (SAC) and Water Access Charges (WAC) shall be waived upon Buyer's satisfaction of the above conditions (a), (c) and (d). Should buyer fail to satisfy said conditions, then the Seller shall be authorized to take action to collect those SAC and WAC charges from Buyer.
- g. Buyer is purchasing the property in an "as is" condition. Seller makes no warranties or representations regarding chain of title or access to the sewer main. Buyer understands that the City is attempting to secure a utility connection through the south side of the parcel in the "alley" with the Minnesota Department of Natural Resources. Buyer shall undertake obtaining a utility crossing easement from the Minnesota Department of Natural Resources with respect to Buyer's owned property for the utility connection and Buyer shall bear all costs associated with Buyer's procurement of the easement.
- h. It is expressly agreed that should either party default in the performance of any of its obligations hereunder then the non-performing party shall be liable to the other for any costs of collection and/or costs of enforcement including but not limited to attorneys fees,

costs incurred, and consequential and/or incidental damages sustained.

i. Buyer agrees that the restrictions contained in this Escrow Agreement shall be binding on any successors, assigns or future buyers, and that all of the restrictions in this Escrow Agreement shall run with the land.

j. Buyer agrees to be responsible for all closing costs associated with this transaction including recording fees, the City's Attorney fees with regard to this transaction, State Deed Tax fee, and any other costs or fees associated with the closing of this matter.

k. In exchange for these assurances, and upon closing, Buyer shall deposit with Seller the sum of \$10,000, which Seller shall hold in escrow. The escrowed sum, with any accrued interest, shall be returned to Buyer within ten (10) business days upon the latter of completing the paying as provided in section (a) or the opening of the Laundry Mat Facility. If, however, either condition is not satisfied within the time frame provided herein, then Buyer shall forfeit to the Seller the amount held in Escrow for non-compliance.

After studying the above documents, on motion by McBroom, seconded by Houlihan, all voting in favor, to approve the purchase agreement to sell the property to Henninger Properties, LLC for \$1,000, and Addenda to the Purchase Agreement – Escrow Agreement, Quit Claim Deed and a design of the proposed Laundry Mat Facility and to authorize the following resolution:

Councilmember McBroom introduced the resolution and was seconded by Councilmember Houlihan.

**CITY OF ELYSIAN  
ELYSIAN, MINNESOTA  
RESOLUTION 504/16**

**WHEREAS**, the City Council for the City of Elysian met on the 18<sup>th</sup> of February, 2016, for a scheduled City Council meeting;

**WHEREAS**, at the aforementioned meeting, a discussion was held regarding a parcel of property the City of Elysian owns, specifically, that real estate legally identified as PID number of: 16.999.0460;

**WHEREAS**, Henninger Construction has proposed to purchase the aforementioned real estate for \$1,000 and expand its construction business in Elysian as well as open a Laundromat in Elysian;

**WHEREAS**, the City Council met and discussed this proposed sale to Henninger Construction. The City Council understands that this is a good economic opportunity for the City of Elysian. The expansion will help create construction jobs in Elysian. In addition, due to the sale, the property will generate more tax revenue than it is currently generating. Henninger Construction has additionally agreed that within one year of the completion of construction on its main building, it will then pave the gravel surface on the property further enhancing the area. Henninger Construction has additionally agreed to open a Laundromat in Elysian. In sum, having Henninger Construction expand its operation in Elysian will help to enhance the City's overall tax base, it will employ additional residents, allow for the development and public use of a Laundromat, and it will make the development of adjacent real estate in the vicinity easier and more viable. In total, the council met and agreed that it is in the best interest and general welfare of the City of Elysian for this sale to occur.

**NOW, THEREFORE**, the City Council for the City of Elysian met this day, discussed this issue, and upon vote taken authorized that parcel number 16.999.0460 be sold and deeded to Henninger Construction via Quit Claim Deed.

Upon vote being taken:

Council Members voting in the affirmative: Houlihan, McBroom, Opsahl, Schnoor, Stoen,

Council Members voting in the negative: None.

Adopted by the City Council of the City of Elysian this 18<sup>th</sup> day of February, 2016.

Approved:

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Clinton Stoen, Mayor

Attested:

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Lorri Kopischke, City Administrator

Kopischke updated the Council on the streetlights on east Main Street. Xcel Energy has the parts ordered to fix the streetlights but the parts will not be in stock until March 31, 2016. At that time the entire light will be replaced including the pole, globe and bulb.

On motion by Stoen, seconded by McBroom, all voting in favor, meeting adjourned at 6:20 pm.

Approved:

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Clinton Stoen, Mayor

Attested:

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Lorri Kopischke, City Administrator