

**Gilmanton Township/City of Foley
Joint Planning Board –AGENDA
January 3, 2023 – 6:45PM
Gilmanton Town Hall**

1. Approve the agenda.
2. Appointment of Officers – Odd Year Per Agreement
 - Chair – Must be City Representative
 - Vice-Chair – Must be Township Representative
 - Secretary – Zoning Administrator – Sarah Brunn
3. Approve Joint Planning Board Minutes.
 - December 6, 2022.
4. Public Hearing - Northern Hallow Winery
 - CUP/PUD for Winery located in A-1 District.
 - i. PH Comment in support of project received from Bill & Sandy Stevens.
 - ii. Outstanding Staff Comments
 1. Engineering – recommend contingency upon approval. See provided email.
 2. Legal – Comments addressed by revised plans.
 3. Well Location – Needs approval by MN Dept. of Health.
 4. Final CUP/PUD – add in any conditions discussed at meeting. Recommend time period for final execution/recording.
5. Other Business
 -
6. Next Meeting Date
 - TBD
7. Adjourn

Current Joint Planning Board Members:

Scott Baron (Township), Jeff Gondeck (City), Doug Lezer (Township), Gary Swanson (City)

**Joint Planning Board Minutes
December 6, 2022 – 7:00 pm
Gilmanton Town Hall**

Members Present: Scott Baron (Township), Jeff Gondeck (City), Doug Lezer (Township), Gary Swanson (City)

Members Absent: None

The meeting was called to order by Doug Lezer @ 7:00 p.m.

Motion by Swanson seconded by Baron to approve the agenda. Motion carried.

Motion by Swanson seconded by Baron to approve the minutes of December 7, 2021. Motion carried.

City of Foley – Minor Subdivision Request

The City of Foley presented a minor subdivision request for property they purchased on contract for deed for a future industrial park expansion. Following subdivision, the City will annex approximately half of the property with the other half remaining in the township but with the intent of annexing it in approximately 5 years. Both parcels do meet minimum lot area and depth. Motion by Gondeck seconded by Baron to approve the subdivision request contingent on an access easement or permit be granted to the Herbst owner for the second parcel. Motion carried.

Discussion on Other Project Inquiries

The board discussed the status of other projects in the orderly area.

Other Business

The next meeting will be determined when an action item is received.

Motion to adjourn the meeting by Swanson seconded by Gondeck. Motion carried.

Submitted by: Sarah Brunn, Zoning Administrator (Foley City Administrator)

City of Foley

Conditional Use Permit Application (CUP)

Street Location of Property: 6120 105th Ave NE, Foley MN 56329

Legal Description of Property: _____

Current Zoning of Property: A-1

Proposed Zoning: A-1

Type of Request: CUP/Plat

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

Property Owner:

William + Sandy Stevens / Jim Truehart

Name

Address

Sold under contract for deed
December 2022

Phone

Fax

Email

Applicant:

Jim Truehart

Name

Address

10520 Raven Loop
Foley MN 56329

720-266-8691

Phone

Fax

Email

JimT@northernholloway.com

Type of Request & Fee Amount:

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

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

Has a request been made previously on this property? ☐ D Yes ☒ **D No** Explain: _____

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

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

☐ D Supporting Documents Attached

☐ D Appropriate Fees Paid

☐ D Review by City Staff

☐ D Completed Application Accepted

Application Filed: 8-22-22 @ 10am

Date Fees Paid: 8.22.22

Staff Initials: ST

Date Application Accepted: _____

Signature of Applicant

Date

Signature of Fee Owner

Date

Owner

Primary Taxpayer
Northern Hollow Winery LLC
10520 Raven Loop
Foley, MN 56329

Summary

Parcel ID 020050301
Property Address 6120 105TH AVE NE
FOLEY
Sec/Twp/Rng 34-037-029
Brief Sect-34 Twp-037 Range-029 25.91 AC PART OF S1/2 NW1/4 LYING NLY OF PARCEL 1 (MN HWY 23) MNDOT R/W PLAT 05-35 LESS PART PLATTED AS
Tax Description PARCEL 1 OF MNDOT R/W PLAT 05-35 LYING ALONG W LINE
(Note: Not to be used on legal documents)
Deeded Acres 25.91 This parcel has Green Acres.
Class 101 - (HSTD) AGRICULTURAL
District (201) GILMANTON TOWNSHIP
School District 0051
Creation Date 01/19/2011

Land

| Seq | Code | CER | Dim 1 | Dim 2 | Dim 3 | Units | UT | Unit Price | Adj 1 | Adj 2 | Adj 3 | Adj 4 | Eff Rate | Div % | Value |
|------------------------------|------------------|-----|-------|-------|-------|--------|----|------------|-------|-------|-------|-------|-----------|-------|--------|
| 1 | TILLABLE A | 0 | 0 | 0 | 0 | 3.370 | AC | 4,100.000 | 1.00 | 1.00 | 1.00 | 1.00 | 4,100.000 | 1.000 | 13,817 |
| 2 | TILLABLE B | 0 | 0 | 0 | 0 | 18.000 | AC | 3,750.000 | 1.00 | 1.00 | 1.00 | 1.00 | 3,750.000 | 1.000 | 67,500 |
| 3 | WASTELAND | 0 | 0 | 0 | 0 | 4.250 | AC | 600.000 | 1.00 | 1.00 | 1.00 | 1.00 | 600.000 | 1.000 | 2,550 |
| 4 | PUBLIC ROAD R/W | 0 | 0 | 0 | 0 | 0.290 | AC | 0.000 | 1.00 | 1.00 | 1.00 | 1.00 | 0.000 | 1.000 | 0 |
| 5 | TILLABLE A GN/AC | 0 | 0 | 0 | 0 | 3.370 | AC | 4,100.000 | 1.00 | 1.00 | 1.00 | 1.00 | 4,100.000 | 1.000 | 13,817 |
| 6 | TILLABLE B GN/AC | 0 | 0 | 0 | 0 | 18.000 | AC | 3,750.000 | 1.00 | 1.00 | 1.00 | 1.00 | 3,750.000 | 1.000 | 67,500 |
| 7 | WASTELAND GN/AC | 0 | 0 | 0 | 0 | 4.250 | AC | 600.000 | 1.00 | 1.00 | 1.00 | 1.00 | 600.000 | 1.000 | 2,550 |
| 8 | PUBLIC ROAD R/W | 0 | 0 | 0 | 0 | 0.290 | AC | 0.000 | 1.00 | 1.00 | 1.00 | 1.00 | 0.000 | 1.000 | 0 |
| Total (GA & RP not included) | | | | | | 25.910 | | | | | | | | | 83,867 |

Valuation

| | 2022 Assessment | 2021 Assessment | 2020 Assessment | 2019 Assessment | 2018 Assessment |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| + Estimated Land Value | \$83,900 | \$69,000 | \$66,400 | \$66,400 | \$66,400 |
| + Estimated Building Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| + Estimated Machinery Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| = Total Estimated Market Value | \$83,900 | \$69,000 | \$66,400 | \$66,400 | \$66,400 |

Valuation Notices

[2022 Valuation Notice \(PDF\)](#)

Taxation

| | 2022 Payable | 2021 Payable | 2020 Payable | 2019 Payable | 2018 Payable |
|------------------------|--------------|--------------|--------------|--------------|--------------|
| Estimated Market Value | \$69,000 | \$66,400 | \$66,400 | \$66,400 | \$66,400 |
| - Excluded Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| - Homestead Exclusion | \$0 | \$0 | \$0 | \$0 | \$0 |
| = Taxable Market Value | \$69,000 | \$66,400 | \$66,400 | \$66,400 | \$66,400 |
| Net Taxes Due | \$176.00 | \$300.00 | \$312.00 | \$332.00 | \$382.00 |
| + Special Assessments | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| = Total Taxes Due | \$176.00 | \$300.00 | \$312.00 | \$332.00 | \$382.00 |

Taxes Paid

| Receipt # | Receipt Print Date | Bill Pay Year | Amt Adj | Amt Write Off | Amt Charge | Amt Payment |
|-----------|--------------------|---------------|---------|---------------|------------|-------------|
| 495389 | 11/7/2022 | 2022 | \$0.00 | \$0.00 | \$0.00 | (\$88.00) |
| 478831 | 5/5/2022 | 2022 | \$0.00 | \$0.00 | \$0.00 | (\$88.00) |
| 470933 | 11/5/2021 | 2021 | \$0.00 | \$0.00 | \$0.00 | (\$150.00) |
| 457031 | 5/12/2021 | 2021 | \$0.00 | \$0.00 | \$0.00 | (\$150.00) |
| 447039 | 11/16/2020 | 2020 | \$0.00 | \$0.00 | \$0.00 | (\$156.00) |
| 428678 | 5/8/2020 | 2020 | \$0.00 | \$0.00 | \$0.00 | (\$156.00) |
| 420994 | 11/15/2019 | 2019 | \$0.00 | \$0.00 | \$0.00 | (\$166.00) |
| 408232 | 5/15/2019 | 2019 | \$0.00 | \$0.00 | \$0.00 | (\$166.00) |

City of Foley Conditional Use Permit Supplementary Application

Please use this form to explain how your request for a conditional use permit meets the zoning requirements.

(1) Not a Burden on Public Facilities

This business will have its own septic & well.

(2) Compatible with Existing and Planned Adjacent Uses

We have been in talks with the city & township
Both have preapproved this project.

(3) No Adverse Affect on Adjacent Properties

This business has no adverse affect on any
adjacent properties.

(4) Related to the Needs of the City

This project will create jobs. This business is a
destination business and will bring people to the
city of Foley.

(5) Consistent with the Comprehensive Plan

yes

(6) Not a Traffic Hazard

The main entrance will be on County Road 62 about 500 feet from the center line of Hwy 23 going west bound.

(7) Adequate Parking and Loading

We will have 23 acres to create enough parking

(8) Not detrimental to Health, Safety and Welfare

not at all.

(9) Floodplain

wet land delineation has been done and approved by the Dept of Development & State



A conditional use permit **SHALL NOT** be granted unless evidence is presented that satisfies the conditions above. Failure to adequately provide such information may result in a denial of your request for a conditional use permit. (Attach additional sheets if necessary.)

Project: Northern Hollow Winery

Location: 6120 105th Ave NE, Foley MN 56329

1. Northern Hollow Winery produces wines for on-site sales, and wholesales to liquor stores and restaurants. We will host various events throughout the year. These would include weddings, food pairing, music events, art events, business meeting, etc. The tasting room will be open for customers to come in to taste our products and purchase bottles of wine along with apparel and keep sake items.
2. This project is for an existing winery expansion project. We are planning closing the current operating winery located in Grasston and moving it to Foley. The current winery has been open since 2014. This project is a destination business that will bring additional business to other businesses in the area. This will be a great opportunity for the community and Northern Hollow Winery. This site is high visibility location on Hwy 23. This will bring the business to a much higher population density area with an Annual Average Daily Traffic of 7907 cars bypassing the winery daily. This information was from MN Dot 2021, statistics report.
3. Proposed project is to build a winery with space within the building for wine tasting, event space and production. The space figured is about 2000 sq feet for tasting room, 2700 square feet for events, 2820 square feet for production, mop room, testing room, cooler room and storage, 288 sq feet for kitchen space and 800 sq feet for bathrooms and mechanical room. 320 sq ft for Dressing Rooms. 560 sq ft of miscellaneous areas. Total square feet of the building is about 9480 sq feet.
4. We are planning on having outside events and inside events. We are hoping to have a kitchen that we will be able to make woodfired pizzas and sandwiches and expand to finer foods. Also the kitchen area will be uses for caterers for weddings and other events. The 2700 square feet of event space would be able to accommodate about 300 people. The tasting room area should be able to accommodate about 100 people. There will be additional seating outside on a patio of 2200 sq ft.

5. There is a future plan to build an outbuilding for additional storage space. This building is planned to be 40x60 pole shed. This will be for equipment such as tractors and sprayers. We are planning on planting about 1 acre of grapes to start with just to see how the soil/land will work for grapes. If said property will work for growing grapes, then we plan on planting about 10 more acres into grapes.
6. Also we plan on building a covered seating area to be 30x30. This would be an area that we could provide cover from the sun for people to have their wedding at. Also this will be used for outdoor music events or just for people to sit and enjoy the outdoors.
7. My production will begin at 5000 gallons of wine, which this is where I'm at right now. This will increase on a yearly basis. The location of this project will help in the moving of wholesale wine. This location I will be able to utilize different shippers i.e., Fed Ex., Ups and Speedy Delivery.
8. Proposed project will have a mound system septic for the event space and the tasting room. We are planning on have a holding tank that will get pumped out as needed for the production room. This project will have its own private well, which has been okayed by the Dept. of Health and the city of Foley.
9. Proposed project will have enough parking for about 50 cars, and several handicap parking spots. The first row of parking in front of the winery will be paved the first year. The parking lot will have about 5 light poles with multiple lights on them 20 feet in the air. There will be a proof of parking area to the south of the main parking lot. This will be used for bigger events as a over flow parking area.
10. There will be two entrances into the parking lot from county rd. 62. The first drive will be placed about 640 feet from the center line of Hwy 23 on the west bound lanes. The north entrance will be utilized by commercial trucks.
11. Snow will be plowed either to the north or the south of the parking lot areas.
12. Project should have an electronic sign placed on the property to inform traffic of upcoming events, hours and general information. This sign will probably be about

102"x36" double sided. This will be placed at the edge of the property line on the corner of Hwy 23 and Co. Rd 62. This will be placed back 140' from the center line of Hwy 23 and 172 feet from the center line on Co Rd. 62. Other signage will be placed along Hwy 23 to alert potential customers of the winery as they are driving west on Hwy 23. These signs are about 16 sq feet with Northern Hollow Winery logo on them. A Northern Hollow Winery sign will be placed on the south entrance. A sign directing commercial drivers to the north entrance will be placed to the south of the first entrance. A sign at the north entrance informing commercial drivers to deliver and pick up at this entrance.

13. We will also be applying for a liquor license to sell tapped beer from local craft breweries.

14. Hours are not set in stone but will be on the lines of 12-9pm daily. If we have events for example wedding receptions, they will go until 12 am.

15. There is fire hydrant located on the property. This fire hydrant is located approximately 325 feet from the southwest corner of the building.

16. Impervious area square footage

| | |
|--------------------------------|-------------|
| a. North Driveway | 11400 sq ft |
| b. South Driveway | 2000 sq ft |
| c. Parking lot | 17136 sq ft |
| d. Sidewalk | 600 sq ft |
| e. Patio | 2200 sq ft |
| f. Building | 9480 sq ft |
| g. Future Shed | 2400 sq ft |
| h. Future covered seating area | 900 sq ft |

| | |
|-------|-------------|
| Total | 43836 sq ft |
|-------|-------------|

This project has several drainage pond because the building area has over 1 acres of impervious area. These ponds have been designed by a civil engineer. This ground is very flat, because of this we will need to raise the building site 3 feet to get the proper drainage.

The building is a stick framed building, with steel roof and Lp wood siding. It will have brick on the bottom of the building as stated in the blue prints.

The following are my comments after reviewing the information submitted by Northern Hollow Winery on December 8, 2022.

Engineering

Civil Plans

Page C4: Consider using fertilizer type 3 with seed mix 25-131. Consider using seed mix 33-361 with fertilizer type 4 for the stormwater pond edges.

Page C5: Silt fence should be extended into the right-of-way, following the downgradient construction limits not the property line.

Page C5: Provide a culvert inlet protection for proposed culvert beneath the driveway.

Page C6: Consider adding a tracer wire note. I believe the only reference I found was in this pipe bedding detail.

Stormwater Calcs

Page 2: Confirm values in Pond Water Quality (P1) table are up to date. Provided dead storage in HCAD report is 0.131 AF (5700 CF).

Page 5: Grading plan show site draining to the north and to the south. Rate control analysis should be broken into existing / proposed north and existing / proposed south discharge rate comparisons.

Page 6: Provide flow arrow on existing drainage map.

Page 7: Provide flow arrows in the parking lot.

Page 7: It appears DA1 is sized not for the proposed drainage patterns but sized to include the future parking drainage. If this is true, split up the 0.407 acre parking lot in the HCAD report to show the proposed / future parking areas (I assume the split will be roughly 0.207 and 0.200). This will help verify P1 is sized properly when the future parking lot is constructed.

Page 7: Additional subcatchment areas appear to be needed to model discharge rates for disturbed area routed directly to wetland and not routed to ponds.

Page 34: Device 3 and Device 4 in the Pond 2 outlet control structure should be modeled as one custom weir and updated discharge rates provided.

Please reach out with any questions.

Thanks

Jarod R. Griffith, PE (MN)

Professional Engineer

Short Elliott Hendrickson, Inc.

Sarah Brunn

From: Ashley Bukowski <ABukowski@rinkenoonan.com>
Sent: Friday, December 9, 2022 9:28 AM
To: Sarah Brunn; Mark Pappenfus
Subject: RE: 04313-0272 City of Foley: Northern Hollow Winery: Northern Hollow Winery

Thanks for the update, Sarah. I think the only remaining items are:

- A landscaping plan — *in updated plans*
- Sign design — *in updated plans*
- Exterior finish — *in updated plans*
- A proposed construction schedule. — *see narrative/comments @ mtg.?*

Loyle

Have these items been discussed yet?

Thanks,

Ashley M. Bukowski
Attorney

RINKE NOONAN
1015 West Saint Germain Street
Suite 300, US Bank Plaza
P.O. Box 1497
St. Cloud, MN 56302
(320) 257-3862 Direct

From: Sarah Brunn <sbrunn@ci.foley.mn.us>
Sent: Thursday, December 8, 2022 3:45 PM
To: Ashley Bukowski <ABukowski@rinkenoonan.com>; Mark Pappenfus <mpappenfus@ci.foley.mn.us>; Nancy Scott <nscott64@hotmail.com>; Amanda Othoudt <aothoudt@bentonpartnership.org>; Adam Ripple <ARipple@rinkenoonan.com>
Subject: FW: 04313-0272 City of Foley: Northern Hollow Winery: Northern Hollow Winery

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



City of Foley
251 4th Avenue North

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

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

RECITALS

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

restrictions and obligations on the development of the Property as a whole and accepts such restrictions.

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

- A. Site Plan. The Developer has submitted a Site Plan to the Board, attached to this Agreement as **Exhibit B**. Any deviation from the Site Plan shall be submitted to the Board for approval.
- B. Lot Area and Width. The Property exceeds the 10-acre minimum lot area and 250 minimum lot width. Any future subdivision of the Property shall preserve the winery on at least 10 acres, and all winery facilities shall be contained on the same lot.

- C. Setbacks. The front of the Property shall be the western side along 105 Avenue NE. The front yard setback shall be at least one hundred (100) feet. The side yard setback shall be at least sixty (60) feet. The rear yard setback shall be at least one hundred (100) feet.
- D. Building Height. No structure may exceed 35 feet in height on the Property..
- E. No residential structures will be on the Property.
- F. Utilities.
- i. *Sewer*. The Owners and Developer shall comply with all wastewater treatment requirements imposed by Benton County. Connection to the City of Foley's sanitary sewer service will require a petition for annexation to the City of Foley and platting of the Property.
 - ii. *Water*. The Owners and Developer shall comply with all Benton County and Minnesota Department of Health requirements for potable water and the installation of a well. Connection to City of Foley's water service will require a petition for annexation to the City of Foley and platting of the Property. It is acknowledged that City of Foley's water is not suitable for wine-making, and any connection to City of Foley's water would not require the abandonment of any well used to provide untreated water for the wine-making process.
 - iii. *Stormwater*. Public storm sewer is not available to the Property. The Owners and Developer shall be responsible for the operation and maintenance of all stormwater infrastructure.
- G. Access, Parking, Loading. An access corridor shall be maintained around the winery facilities, as shown on the Site Plan, to ensure accessibility for emergency service vehicles. The driveway and primary parking areas shall be constructed of a hard, durable, dust-free surface. Loading and overflow parking areas are not required to be hard-surfaced.
- H. Exterior Building Materials. Corrugated metal siding is permitted, but the lower four (4) feet of any building facing the road right of way shall consist of a material other than steel or corrugated metal that meets the specifications of the Site Plan and the City of Foley's Zoning Code.
- I. Lighting. Any lighting used to illuminate an off-street parking area, signage, or structures, shall be arranged to deflect the light away from any public right of way. Direct or sky-reflected glare from floodlights or from high-temperature process lights, such as combustion or welding lights, shall not be directed onto any adjoining property. Lights shall be hooded or controlled, so they do not light adjacent property.

- J. Landscaping. The Developer shall provide and maintain landscaping in the proximity of the winery facilities as shown in the Site Plan that meets the requirements of the City of Foley's landscaping requirements outlined in Section 5, Subdivision 3, Paragraph 2 of the City of Foley's Zoning Ordinance, as it may be amended. This landscaping requirement includes, but is not limited to, maintaining grass, sodding, shrubs, or other acceptable vegetation or utilizing other landscaping techniques on the Property. In addition, the Property shall contain the following:
- i. Sodding for all boulevard areas of the Property.
 - ii. Sodding, seeding, or mulch shall be completed as directed in Section 5 of the City of Foley's Zoning Ordinance.
- K. Outside Storage. All materials, waste, recyclables, debris, supplies, and equipment must be stored within a building or structure which is on a permanent foundation. Trash containers shall be located within a trash enclosure or otherwise screened from the public right of way as specified in the Site Plan.
- L. Dust and Other Particulate Matter. The emission of dust or any other particulate matter shall comply with and be regulated by the Minnesota Pollution Control Standards, as amended.
- M. Noise. All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency, or shrillness and, as measured at any property line, shall not exceed the minimum standards established by the State of Minnesota.
- N. Handicapped Accessibility. The Property and any structures on the Property shall meet the accessibility portion of the State Building Code, Minnesota Rules, Chapter 1341, or successor rules.
- O. Engineering. The Board and its Engineer shall approve the civil engineering plans included in the Site Plan.

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

<address if any>

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

5. **Special Events**. The Board acknowledges that the Developer intends to conduct various special events on the Property. When a special event is anticipated to utilize overflow parking beyond the primary parking area shown on the Site Plan, the Developer shall provide the zoning administrator with

30 days advance written notice of such special event. Unless authorized by the Board in advance, all special events shall comply with the following:

- A. Parking. The Developer shall provide parking for 120 vehicles, as the City of Foley's Zoning Ordinance requires. All vehicles must park in designated primary or overflow parking areas. No on-street vehicle parking is permitted.
- B. Hours of Operation. No special event may begin before 8 a.m. and shall conclude by midnight.
- C. Trash. Any trash or rubbish not in receptacles shall be removed from the ground within a reasonable time. Appropriate trash containers shall be provided in overflow parking areas and any outdoor space utilized for the special event. This requirement is in addition to the enclosed trash enclosures outlined in Paragraph 4 – K.
- D. Temporary Restrooms. The Developer shall provide adequate temporary restrooms for special events in accordance with all state and federal guidelines.
- E. Temporary Structure. The Developer shall not utilize a temporary structure (tent or canopy) having an area greater than 400 square feet without compliance with the State Fire Code.
- F. Camping. No camping or overnight parking on the Property is permitted.
- G. <Other Restrictions on Special Events.>

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

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

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

condition of this Agreement. Any violation of a liquor license issued for the Property is a violation of this Agreement.

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

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

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

11. **Damage to Public Improvements.** The Developer understands and acknowledges that it is responsible for all damage to all public improvements result from development on the Property, including, without limitation, the installation of the improvements and the construction of structures and parking areas within the Property. If the Board determines, in its sole discretion, that repairs must be made, the Developer will be given ten (10) days' written notice. If the Developer fails to make the repairs within the ten (10) day time period, the Board may: i) withhold all approvals related to the Property; ii) withhold all approvals related to the affected area of the Property; or iii) make the necessary repairs, the cost of which the Developer agrees to reimburse to the Board.

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

suspend any work or improvement on the Property by issuing a stop work order; and (v) take any other action at law or in equity which may be available to the Board.

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

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

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

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

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

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

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

[Signature pages to follow.]

DRAFT

GILMANTON TOWNSHIP-CITY OF FOLEY JOINT
PLANNING BOARD

By _____
Its Chair

ATTEST:

Sarah Brunn, City Administrator

STATE OF MINNESOTA)

) SS

COUNTY OF BENTON)

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

Notary Public

NORTHERN HOLLOW WINERY L.L.C.

By _____
Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

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

Notary Public

Acknowledged and consented to by:

By _____
William Stevens

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

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

Notary Public

Acknowledged and consented to by:

By _____
Sandra Stevens

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

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

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

EXHIBIT A

(Legal Description of the Property)

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

(Tax PID No. 020050301; Approximately 25.91 acres)

DRAFT

EXHIBIT B

(Site Plan)

<insert plan>

DRAFT

GILMANTON TOWNSHIP AND THE CITY OF FOLEY JOINT PLANNING BOARD
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION NO. _____

**RESOLUTION ADOPTING FINDINGS OF FACT AND APPROVING
APPLICANT JAMES TRUEHART FOR A CONDITIONAL USE PERMIT
FOR NORTHERN HOLLOW WINERY**

WHEREAS, the City of Foley (the “City”) received a conditional use permit (“CUP”) application, on behalf of the City of Foley (the “City”) and the Town of Gilmanton (the “Town”) Joint Planning Board (the “Board”), from James Truehart, the manager of Northern Winery, L.L.C. (the “Applicant”) dated August 22, 2022, for a winery and event center on property owned by William Stevens and Sandra Stevens, married to each other (the “Stevens”), legally described in **Exhibit A** (the “Property”); and

WHEREAS, the Property is being sold by Stevens to Northern Hollow Winery L.L.C. through a Contract for Deed; and

WHEREAS, the Property is located in the area established by the Orderly Annexation Agreement between the City and the Town;

WHEREAS, per the Orderly Annexation Agreement, the City’s Zoning Ordinance applies to the Property and is being administered by the Board; and

WHEREAS, the Property is currently zoned as “Agricultural”; under Section 12, Subdivision 4 of the City’s Zoning Ordinances, the “[p]rocessing and packaging or sales of agricultural products or supplies...” is considered a conditional use; and

WHEREAS, the Applicant has waived the 60 days for reviewing the CUP; and

WHEREAS, the CUP application was presented to the Board at its January __, 2023 meeting for review and consideration; and

WHEREAS, the Board properly published and mailed notice of a public hearing which was conducted on _____; and

WHEREAS, the Board has considered the application and finds as follows:

FINDINGS OF FACT

1. Applicant is the manager of Northern Hollow Winery L.L.C. and has the authority to enter into agreements on behalf of Northern Hollow Winery L.L.C.

2. The Property is zoned A-1 (Agricultural); no improvements have been made on the Property.
3. The Applicant plans to operate a winery and event center on the Property.
4. The City's Zoning Ordinance, Section 16, Subdivision 4, allows for the processing and packaging or sale of agricultural products, which would encompass wineries, through a conditional use permit process.
5. A Planned Unit Development Agreement ("PUD Agreement") is being executed, in conjunction with the CUP, as Section 21 of the City's Code allows the Applicant to operate an event center in connection with the winery.
6. The proposed use of a winery is not a burden on public facilities because the Property is not connected to the City's utilities at this time. If the Property is annexed into the City, the Property will need to be connected to City utilities.
7. The proposed use of a winery is compatible with the primarily agricultural adjacent existing and planned uses because the Applicant will operate a vineyard to cultivate grapes on the Property. The vineyard covers several acres of the Property, ensuring that the Property is still being utilized for agricultural purposes. Because the Property is still being used primarily for agricultural purposes, the Property will be compatible with the adjacent properties that are also agricultural uses.
8. The proposed use of a winery, with appropriate conditions, will not adversely affect adjacent properties. The Applicant and the Board are taking proactive measures to ensure the Property will contain aesthetically cohesive structures with adjacent land uses through the PUD Agreement. Specifically, many of the structures on the Property will be related to agriculture and the cultivation of grapes from the vineyard. Any non-agricultural structures will have a consistent design with the agricultural structures. The PUD Agreement will also address any traffic, noise, dust, or light emissions so that none will constitute a nuisance. This includes, but is not limited to, hooding for lighting on the Property and dust control measures. It is not anticipated that there will be traffic problems that would cause a nuisance because of the significant overflow spaces designated for parking on the Property.
9. The proposed use of a winery is related to the growing economic needs of the area because the Applicant is proposing to bring in a business primarily focused on agriculture which aligns with many other agricultural industries in the area.
10. The proposed use of a winery is consistent with the City's Comprehensive Plan as the City continues to cooperate with property owners to achieve sound agricultural land uses that support the surrounding area, both economically and through compatible uses. The Applicant's proposed winery use also complies with all other land use plans.
11. The proposed use of a winery will not cause a traffic hazard or congestion because the Property is located adjacent to Minnesota Highway 23 and County Road 62.

Both of these roads provide adequate access to the property and can support the traffic to the Property.

12. Applicant has provided the Board with plans that provide adequate parking and loading facilities on the Property; the plans will be formalized in the PUD agreement.

13. The proposed use of a winery will not harm the public's health, safety, or welfare.

14. The Property is not located within a floodplain. The Applicant stated that any wetland delineation requirements of the Minnesota Department of Natural Resources are completed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The above Findings of Fact are adopted and incorporated herein.
2. The Board hereby approves the Applicant's request for a conditional use permit subject to the following conditions:
 - A. The Applicant and the Board must execute a Planned Unit Development Agreement ("PUD Agreement") within one (1) year of the Board's approval of this CUP.
 - B. The PUD Agreement shall be recorded against the Property.
 - C. Any violation of the PUD agreement shall be a violation of the CUP.
 - D. Construction on the Property shall not commence until the PUD agreement is recorded.
 - E. The Applicant must follow all applicable Zoning Ordinance provisions of the City.
3. The CUP is granted solely for the winery and event center described in the application for the Conditional Use Permit and outlined in the PUD Agreement. Any variance by the Applicant or subsequent owners of the Property shall be approved by the Board or its successor.

PASSED AND ADOPTED by the Town of Gilmanton-City of Foley Joint Planning Board, this ____ day of _____, 2023.

ATTEST:

By: _____
It's Chair

Sarah Brunn
City Administrator

EXHIBIT A
(Legal Description of Property)

PID No.: 020050301

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



City of Foley

251 4th Avenue North • P.O. Box 709

Foley, Minnesota 56329

(320) 968-7260 • Fax (320) 968-6325

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

December 21, 2022

Dear Property Owner,

Enclosed you will find a Notice of Public Hearing scheduled for 6:45 p.m. or soon thereafter on January 3, 2023 on the application of Northern Hallow Winery to establish a planned unit development for the operation of a winery with event space located at 6120 105th Avenue NE, Foley, MN. The property is located within the orderly annexation area in Gilmanton Township.

You are receiving the enclosed Notice of Public Hearing according to the zoning ordinance regulating planned unit development with the A-1 zoning district, whereby individual property owners within 350 feet of the property included in the request shall receive written notice of the public hearing's time, place and purpose for the opportunity to comment on the request.

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

Sincerely,

Sarah A. Brunn
City Administrator

NOTICE OF PUBLIC HEARING
TO ESTABLISH A PLANNED UNIT DEVELOPMENT
FOR NORTHERN HALLOW WINERY

The Gilmanton Joint Planning Board gives notice that it will hold a public hearing on the 3rd day of January, 2023 at 6:45 p.m., or as soon after that as can be heard, at the Gilmanton Town Hall, 8475 105th Avenue NE, Foley, relating to the request of Northern Hallow Winery to establish a Planned Unit Development Agreement encumbering real property located at 6120 105th Avenue NE, in Gilmanton Township, and legally described as follows:

The South Half of the Northwest Quarter, Section 34, Township 37, Range 29, Benton County, Minnesota, lying northerly of Parcel 1, MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 05-35, according to the recorded plat thereof, Benton County, Minnesota.

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

Sarah A. Brunn
Zoning Administrator



Overview



Legend

-  Parcels
-  Highways
-  County Roads
-  Roads

| | | | | | |
|-----------------------|---|--------------|--------------------|---------------|---------------------|
| Parcel ID | 020050301 | Alternate ID | n/a | Owner Address | WILLIAM G STEVENS & |
| Sec/Twp/Rng | 34-037-029 | Class | 101 - AGRICULTURAL | | SANDRA K STEVENS |
| Property Address | 6120 105TH AVENUE | Acreage | 25.91 | | 10849 GLEN ST NE |
| | FOLEY | | | | FOLEY, MN 56329 |
| District | GILMANTON TOWNSHIP | | | | |
| Brief Tax Description | Sect-34 Twp-037 Range-029 25.91 AC PART OF S1/2 NW1/4 LYING NLY OF PARCEL 1 (MN HWY 23) MNDOT R/W PLAT 05-35 LESS PART PLATTED AS PARCEL 1 OF MNDOT R/W PLAT 05-35 LYING ALONG W LINE | | | | |
| | (Note: Not to be used on legal documents) | | | | |

Date created: 10/7/2022
Last Data Uploaded: 10/7/2022 6:57:34 AM

Developed by  **Schneider**
GEOSPATIAL

CHRISTOPHER WURZER
10790 65TH ST NE
FOLEY, MN 56329

CITY OF FOLEY
251 4TH AVE N
PO BOX 709
FOLEY, MN 56329

CITY OF FOLEY
PO BOX 709
FOLEY, MN 56329

CLEAN TRUST PARTNERS LLC
10790 65TH ST NE
FOLEY, MN 56329

CODY LUNDGREN
10151 65TH ST NE
FOLEY, MN 56329

CORY CHRISTOPHERSON &, ABBIGAIL C
10970 GLEN ST
FOLEY, MN 56329

COUNTY OF BENTON
7752 HWY 25 NE
FOLEY, MN 56329

DUSTIN D LATTERELL &, SARA J LATTER
6120 80TH AVE NE
FOLEY, MN 56329

EDWARD F DUMONCEAUX &, JULIENE C
5468 105TH AVE NE
FOLEY, MN 56329

GREGORY BLANK REV TR
9901 HWY 23 NE
FOLEY, MN 56329

JAMES JOHN ABFALTER REV TR
10179 65TH ST NE
FOLEY, MN 56329

JEREMY J BLANK &, KRISTI L BLANK
16040 55TH ST NE
FOLEY, MN 56329

JUANITA M LATTERELL
10200 HWY 23 NE
FOLEY, MN 56329

LEON T BARTHELEMY &, MARY JO BART
10800 GLEN ST NE
FOLEY, MN 56329

LEROY CHARLES HERBST REV TR &, CA
4912 105TH AVE NE
FOLEY, MN 56329

MARIE GALLAGHER &, SCOTT GALLAGH
10360 HWY 23 NE
FOLEY, MN 56329

MATTHEW D LOOSE
10630 GLEN ST NE
FOLEY, MN 56329

MICHAEL J NOTSCH
309 OAK DR
FOLEY, MN 56329

MICHAEL R PIERCE &, JESSICA LYNN-W
5072 95TH AVE NE
FOLEY, MN 56329

MICHAEL ROBERT PIERCE &, JESSICA L
5072 95TH AVE NE
FOLEY, MN 56329

PATRICIA A SVIHEL
20720 YELLOW PINE ST NW
OAK GROVE, MN 55011

STATE OF MINNESOTA HWY 23 2010, DE
7694 INDUSTRIAL PARK RD
BAXTER, MN 56425

THOMAS L HENRY &, PAIGE LADUE-HEN
6633 115TH AVE NE
FOLEY, MN 56329

VERN L HEISE &, LAVON R HEISE
19226 DEERWOOD RD
CLEARWATER, MN 55320

WILLIAM G STEVENS &, SANDRA K STE
10849 GLEN ST NE
FOLEY, MN 56329