

**AGENDA**  
**CITY COUNCIL MEETING**  
**October 13, 2015**

- 7:00
- I. CALL TO ORDER AND ROLL CALL**
  - II. CITIZEN COMMENTS**
  - III. ADOPT AGENDA**
  - IV. CONSENT AGENDA**  
\*\* All items listed with asterisks (\*\*) are considered routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member, City staff or citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
  - V. \*\*APPROVAL OF MINUTES**
    - A. Regular City Council Meeting Minutes of September 8, 2015
    - B. Special City Council/Work Session Minutes of September 29, 2015
  - VI. PRESENTATIONS/PUBLIC HEARINGS  
RECOGNITIONS/PROCLAMATIONS**
    - A. Acknowledgement of Scott Swenhaugen's Service to City
    - B. Coalition of Greater Minnesota Cities Representative Carolyn Jackson
  - VII. ENGINEERING**
    - A. Update on 1<sup>st</sup> Street Reconstruction Project
      - 1. Resolution 2015-18: A Resolution Ordering Hearing on Improvement
    - B. Update on Fire Facility Project
      - 1. Authorize Preparation of Architectural Schematic Drawings
  - VIII. LEGAL**
    - A. Cleaning Services Agreement – Municipal Liquor Store
    - B. Agriculture Land Lease for 2016 - 2018
  - IX. FINANCIAL**
    - \*\*A. September 2015 Treasurer's Report
    - \*\*B. Payment of Claims
  - X. OLD BUSINESS**
  - XI. NEW BUSINESS**
    - A. Resolution 2015-15: A Resolution Approving a Cooperative Snow Removal Agreement with the Minnesota Department of Transportation
    - B. Resolution 2015-17: A Resolution Calling Public Hearing on the Adoption of a Five-Year Capital Improvement Plan and the Issuance of General Obligation Bonds Thereunder

- D. Approve DNR Grant for New Fire Truck Equipment
- E. Firemen's Relief Assn. Liquor and Dance Permit
- F. Municipal Liquor Store Outdoor Service Area

**XII. OTHER BUSINESS**

A. Schedule of Upcoming Meetings

1. Public Hearing – Issue Bonds: Tuesday, November 10<sup>th</sup> @ 6:00 p.m.
2. Regular City Council Meeting: Tuesday, November 10<sup>th</sup> @ 7:00 p.m.
3. Township Fire Contract Meeting: Tuesday, December 1<sup>st</sup> @ 6:00 p.m.
4. Public Budget Meeting: Tuesday, December 1<sup>st</sup> @ 7:00 p.m.

**XIII. COUNCIL AND STAFF GENERAL COMMENTS**

**8:00**

**XIV. ADJOURNMENT**

## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Mark Vahlsing, City Administrator  
**RE:** Meeting of October 13, 2015

Attached please find the agenda and related materials for Tuesday's meeting.

**I. CALL TO ORDER AND ROLL CALL**

**II. CITIZEN COMMENTS**

**III. ADOPT AGENDA**

***MOTION NEEDED***

**IV. CONSENT AGENDA**

The Consent Agenda contains the following items for approval:

Regular City Council Meeting Minutes of September 8, 2015

Special City Council/Work Session Minutes of September 29, 2015

September 2015 Treasurer's Report

Payment of Claims

***MOTION NEEDED***

**V. APPROVAL OF MINUTES**

Consent Agenda Item

**VI. PRESENTATIONS/PUBLIC HEARINGS**

Acknowledgement of Scott Swenhaugen's Service to City

Sherry Swenhaugen has been invited. The Mayor will acknowledge Scott's service to the City as a member of KMU Commission and Library Board. KMU Superintendent Randy Eggert and Library Director Michelle Otte will also be in attendance.

Coalition of Greater Minnesota Cities Representative Carolyn Jackson

This is a membership organization of Cities in Greater MN. This will be a brief presentation of the benefits of membership for the City.

**VII. ENGINEERING (Joe Rhein will be in attendance at this meeting.)**

Update on 1<sup>st</sup> Street Reconstruction Project

City Engineer Rhein will provide and update on the project and status of the Feasibility Study. See memo in packet.

Resolution 2015-18: a Resolution Ordering Public Hearing on Improvement

***MOTION NEEDED***

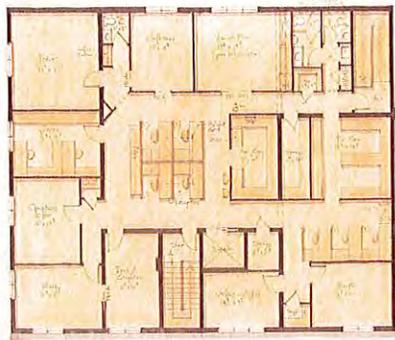
Update on Fire Facility Project:

City Engineer Rhein will provide and update on the project and status of the Feasibility Study. See memo in packet.

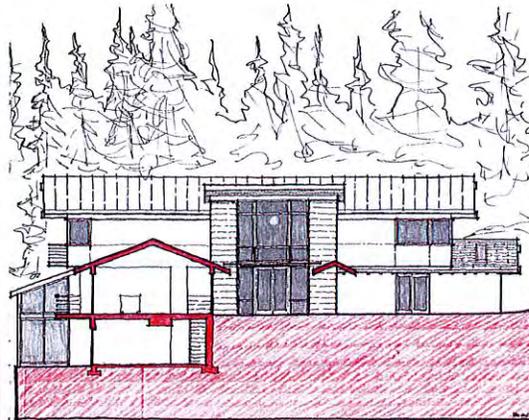
Authorize Preparation of Architectural Schematic Drawings

The definition of this phase: *This is the completion of First phase in the design of a project where an architect/engineer prepares schematic diagrams giving a general view of the*

components and the scale of the project after detailed discussions with the client (owner). Examples of typical schematic architectural designs are shown below:



SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"



Elements of the schematic plans would normally include:

- Site plans
- More detailed floor plan
- Exterior elevation plans
- Wall sections and
- Updated cost estimates

The initial drawings and work with the Committee were part of this phase. The City Engineer's memo reviews this process further. As discussed in the memo, in order to attempt to be in a position to get an earlier bid and, historically, what is better contractor pricing, the schematic work should begin soon. This information would also be used at the project public meeting.

**MOTION NEEDED**

#### VIII. **LEGAL** (Scott Riggs will be in attendance at this meeting.)

##### Cleaning Services Agreement – Municipal Liquor Store

Scent From Above Inc. terminated their contract to clean the Muni effective October 1. The city advertised for interested individuals or companies and only received one quote. The only quote was received from Maid it Clean LLC. The proposal and amended contract are included in the packet. The company is owned by Melisa Bartel. She is married to the Liquor Store Manager Matt Bartel. The cost proposed in the contract is \$927 a month. The previous contract cost was \$1008 per month.

**MOTION NEEDED**

##### Agriculture Land Lease for 2016 – 2018

The lease is for the approximately 10 acres of land east of sewage treatment plant. The current lease expires at the end of the year. The City received two quotes to lease the land. The high quote came from Earl Fredrickson for \$265 an acre. The other quote was received from Randy Eggert for \$250 an acre. The proposed lease is required to be adopted by the Council. A redline copy of the lease is attached. Maintenance of City owned right-of-way was added to this draft contract.

**MOTION NEEDED**

#### IX. **FINANCIAL**

September 2015 Treasurer's Report - Consent Agenda Item

Payment of Claims – Consent Agenda Item

**X. OLD BUSINESS**

**XI. NEW BUSINESS**

Resolution 2015-15: A Resolution Approving a Cooperative Snow Removal Agreement with the Minnesota Department of Transportation

The City Charged \$150 an hour for snow removal services in 2014-15.

***MOTION NEEDED***

Resolution 2015-17: A Resolution Calling Public Hearing on the Adoption of a Five-Year Capital Improvement Plan and the Issuance of General Obligation Bonds Thereunder

The five year Capital Improvement Plan is part of the issuance requirements for General Obligation Bonding. The plan is specific to the Fire Hall project. The hearing would be held the night of the November Council meeting. After the hearing there would be a required 30 day comment period. After the comment period has ended, I would recommend holding a public meeting to present the Fire Hall project to the community. This schedule would allow sufficient time for the architect to complete the schematic drawings, and the plans and specs.

***MOTION NEEDED***

Appointment of Jerry Houglum to Public Utility Commission (Term Expires 01-17)

***MOTION NEEDED***

Approve DNR Grant for New Fire Truck Equipment

The Kenyon FD has been awarded a \$5,000 grant from the Department of Natural Resources. It requires a fifty percent match from the City. The Fire Department would use the grant funds to assist with the purchase of hoses and nozzles for the new fire truck. The City portion would come out of capital in the FD budget.

***MOTION NEEDED***

Firemen's Relief Assn. Liquor and Dance Permit

Annual dance on November 28, 2015. Requesting approval of Liquor and Dance permit.

***MOTION NEEDED***

Municipal Liquor Store Outdoor Service Area Permit

The outdoor service area requires a City permit.

***MOTION NEEDED***

**XII. OTHER BUSINESS**

SCHEDULE OF UPCOMING MEETINGS

Please see your agenda

**XIII. COUNCIL AND STAFF GENERAL COMMENTS**

**XIV. ADJOURNMENT**

Please contact me, if you have any questions or require additional information.

Pursuant to due call and notice thereof, a City Council Meeting was duly held in the City Council chambers at 7:05 p.m. on the 8<sup>th</sup> day of September, 2015. The following members were present: Mayor Mike Engel, Council Members, Fred Barsness, Richard Nielsen, John Mortensen, and Doug Henke. Also present: Administrator Mark Vahlsing, Engineer Joe Rhein, Attorney Scott Riggs, and Administrative Assistant Pam Blow.

### **CITIZEN COMMENTS**

Representative Steve Drazkowski gave an update on the 2015 legislative session and noted expected legislation for the 2016 session.

### **ADOPT AGENDA**

Motion by Nielsen seconded by Mortensen to adopt the agenda as published. Motion carried 5-0-0.

### **CONSENT AGENDA**

Motion by Nielsen seconded by Henke to approve the Consent Agenda, which includes payment of check numbers 63443 through 63584; 2414E through 2426E and additional checks 63619 through 63637. Motion carried 5-0-0.

### **ENGINEERING**

#### **Update on 1<sup>st</sup> Street Reconstruction Project**

City Engineer Rhein noted that the council authorized preparation of the feasibility report at the special meeting held on August 31, 2015. The report will outline the existing project area, and give projections for costs and recommendations for improvements. Rhein mentioned that the call for the public hearing would be done at the October council meeting and the hearing would take place at the regular meeting in November. A work session would be held in late October when the feasibility report will be completed.

#### **Update on Fire Facility Project**

According to City Engineer Rhein, the architect has developed three options for the project to develop a range of building options and related costs. Administrator Vahlsing suggested that a meeting could be held the week of September 21<sup>st</sup> or September 28<sup>th</sup> to talk about layouts and debt repayments. This meeting would be a work session that would include the Fire Facility Committee to set parameters for the project and help give direction to the architect.

### **LEGAL**

#### **Update on Fire Hall Site Purchase**

According to Attorney Riggs, the title work for the property is completed, and he estimates the closing can be scheduled for the end of September. He stated that he is continuing to work with Engineer Rhein to clarify some language in the Phase I environmental assessment.

#### **Master Subscriber Agreement for MN Court Data Services**

#### **Resolution 2015-12: Resolution Approving Verification of Authority Regarding MGA**

Administrator Vahlsing told the Council that approval of this agreement would give prosecuting attorney David Jacobsen access to court records, and the jurisdiction has to provide approval.

Motion by Barsness, second by Nielsen to approve Resolution 2015-12. Motion carried 5-0-0.

### **OLD BUSINESS**

#### **Update on Pool**

Administrator Vahlsing that the pool has had two cycles of water clarity issues. At first, chemicals were used and this was successful for a time. The main pump was replaced today and the water is moving

through at a higher rate. The pool should be reopened in a day or so.

### **Pool Painting**

Administrator Vahlsing noted that the pump was replaced in August, and this seemed to have eliminated the water clarity issues. A sonar company was out last week to look for leaks in the pool and deck areas. Painting and sandblasting is planned for next spring.

### **NEW BUSINESS**

#### **Resolution 2015-13: A Resolution Adopting the 2016 Preliminary Budget and Levy**

Administrator Vahlsing noted that the budget and levy information contained in the meeting packet is the same as was discussed at the work session, with the addition of figures for a 7% levy increase. According to him, further information on the budget will be available within two weeks. He stated that a higher increase in the 2016 levy can be used to help pay down future debt related to the Fire Hall. The final levy will be voted on in December. It can't be increased beyond what is approved at this meeting but can be reduced before December.

Motion by Nielsen, second by Hanke to approve Resolution 2015-13, setting the preliminary levy at a 7% increase from 2015. Motion carried 5-0-0.

### **Agriculture Land Lease**

According to Administrator Vahlsing, the 10 acre lease currently in place will expire at the end of December. If the council wishes to continue to lease the land, the City will need to advertise and take quotes for a three year lease. Vahlsing also stated that the lease cannot include the extra land adjacent to the old equalization basin. Councilman Barsness noted that the 3-year term is good, and commented that the current tenant has done an excellent job of maintaining the property; i.e., mowing and tree removal. Barsness suggested that specific maintenance of the right-of-way area be included in the lease.

Motion by Engel, second by Nielsen to approve advertising for proposals for leasing the property. Motion carried 5-0-0.

### **OTHER BUSINESS**

#### **Schedule of Upcoming Meetings**

City Council Meeting: Tuesday, October 13<sup>th</sup> @ 7 p.m.

### **COUNCIL AND STAFF GENERAL COMMENTS**

Barsness noted the good turnout for Rose Fest and commented that the tent by the liquor store was a good idea. He extended his thanks for everyone who worked on the celebration.

Mayor Engel noted that the tractor pull has been re-scheduled.

Councilman Henke commented to keep our police officers in your thoughts in light of the recent tragedies of police officers being harmed.

Motion by Barsness, second by Nielsen to adjourn the meeting at 7:40 p.m. Motion carried 5-0-0.

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Pam Blow, Administrative Assistant

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Michael Engel, Mayor

Pursuant to due call and notice thereof, a Special City Council / Work Session Meeting was duly held in the City Hall conference room on the 29th day of September, 2015. The following members were present: Mayor Mike Engel, Council members, Fred Barsness, Richard Nielsen, John Mortensen, and Doug Henke. Also present: City Administrator Mark Vahlsing, City Engineer Joe Rhein, City Attorney John Riggs, Corey Brunton and John Nightingale, Brunton Architects, Fire Chief John Lee, George Eilertson, Northland Securities, Laurie Balata, USDA Rural Development, Todd Angelstad, and Bryan Haugen

Mayor Engel called the meeting to order at 5:30 p.m.

**Resolution 2015-14: A Resolution Authorizing Removal of Contingencies Regarding the Purchase of a Portion of Foldcraft Co. Property for the Fire Hall Project**

City Attorney Riggs provided an update on the status of the Foldcraft property purchase. All of the items including the survey phase one environmental and title works are completed. The resolution in the packet was required to remove contingencies from the purchase agreement prior to closing. He stated that the closing has been scheduled for October 1, 2015 at 11:00 a.m.

Motion by Nielsen, second by Henke to approve Resolution 2015-14. Motion carried 5-0-0.

**Further Review of Building Design Layouts: Joe Rhein, City Engineer and Corey Brunton, Brunton Architects**

Engineer Rhein described the process that had led to the development of the latest Fire Department facility plan layouts. He stated that the architects had completed two revised plans. He reviewed the costs associated with each proposed plan. Cost estimates for Plan A ranged from \$2,900,000 to \$3,652,000, depending on building material. Cost for Plan B ranged from \$2,200,000 to \$2,500,000. He also discussed a plan C that was approximately \$1,900,000. Councilman Barsness stated that the City would have a hard time selling a \$2,000,000 price tag to the taxpayers. Mayor Engel stated that the City would not be able to build a facility to meet the needs of the fire department for under \$2,000,000.

Architect Corey Brunton reviewed the two updated Fire Hall design alternatives. Option A (14,120 sf) represents the original layout that was discussed in September. Option B layout was approximately 12,000 s.f. In this proposed option costs were reduced by eliminating the wash bays and mezzanine.

**Fire Hall Project Financing**

George Eilertson of Northland Securities reviewed two project financing options. The first option is financing the project through the USDA Rural Development Community Facilities program. This program would offer up to a 40 year term. It would require a general obligation pledge from the City. He stated that this would be the preferred option to finance the fire hall project. He also discussed issuing Lease Revenue Bonds through the EDA. This type of financing was used to finance the ambulance building, and would have a 30 year term. The interest rates are generally 1% to 1-1/2% higher than G.O. bonds. Laurie Balata, from the USDA Rural Development office in Faribault, stated that a public hearing would be required and that interim construction financing would be needed.

Corey Brunton stated that if the City wants to move ahead with construction in 2016 that he would need to begin final project drawings soon.

Administrator Vahlsing stated that if public meetings were held on the project in November or December he would need some elevation drawings.

Motion by Engel, second by Mortenson to adjourn meeting at 7:00 p.m. Motion carried 5-0-0.

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Mark R. Vahlsing, City Administrator

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Michael Engel, Mayor



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## Consulting Engineers & Surveyors

2035 County Road D East • Suite B • Maplewood, MN 55109-5314  
Phone (651) 704-9970 • Fax (651) 704-9971  
www.bolton-menk.com

### MEMORANDUM

Date: October 13, 2015  
To: Kenyon City Council  
City Administrator Mark Vahlsing  
From: City Engineer Joe Rhein  
Subject: First Street Improvements  
Call Public Hearing

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The Feasibility Report for the First Street Improvements project is anticipated to be completed in approximately two weeks. In order to continue with project development, it is appropriate for the City Council to consider calling for the public improvement hearing on the project.

Calling for the public hearing now would allow staff sufficient time to publish the required notice as well as mail notice to affected properties. A draft of the notice for the public hearing is included with this memo, along with the map of the benefitted properties.

The public hearing is recommended to be held on November 10<sup>th</sup> to coincide with the regular City Council meeting. A work session would be held with the City Council one to two weeks prior to the public hearing, to review the contents of the feasibility report and prepare for the public improvement hearing.

We will be in attendance at the October 13<sup>th</sup> City Council meeting to review this issue. If further discussion is desired in advance of the meeting, please contact me at 651-968-7384 or by e-mail at [joerh@bolton-menk.com](mailto:joerh@bolton-menk.com).

#### Attachments

- Public Hearing Notice - Draft
- Map of Benefitted Properties

# Goodhue County, MN Online GIS

Find Select Advanced Settings

Welcome  
Welcome to  
Goodhue County  
Online GIS



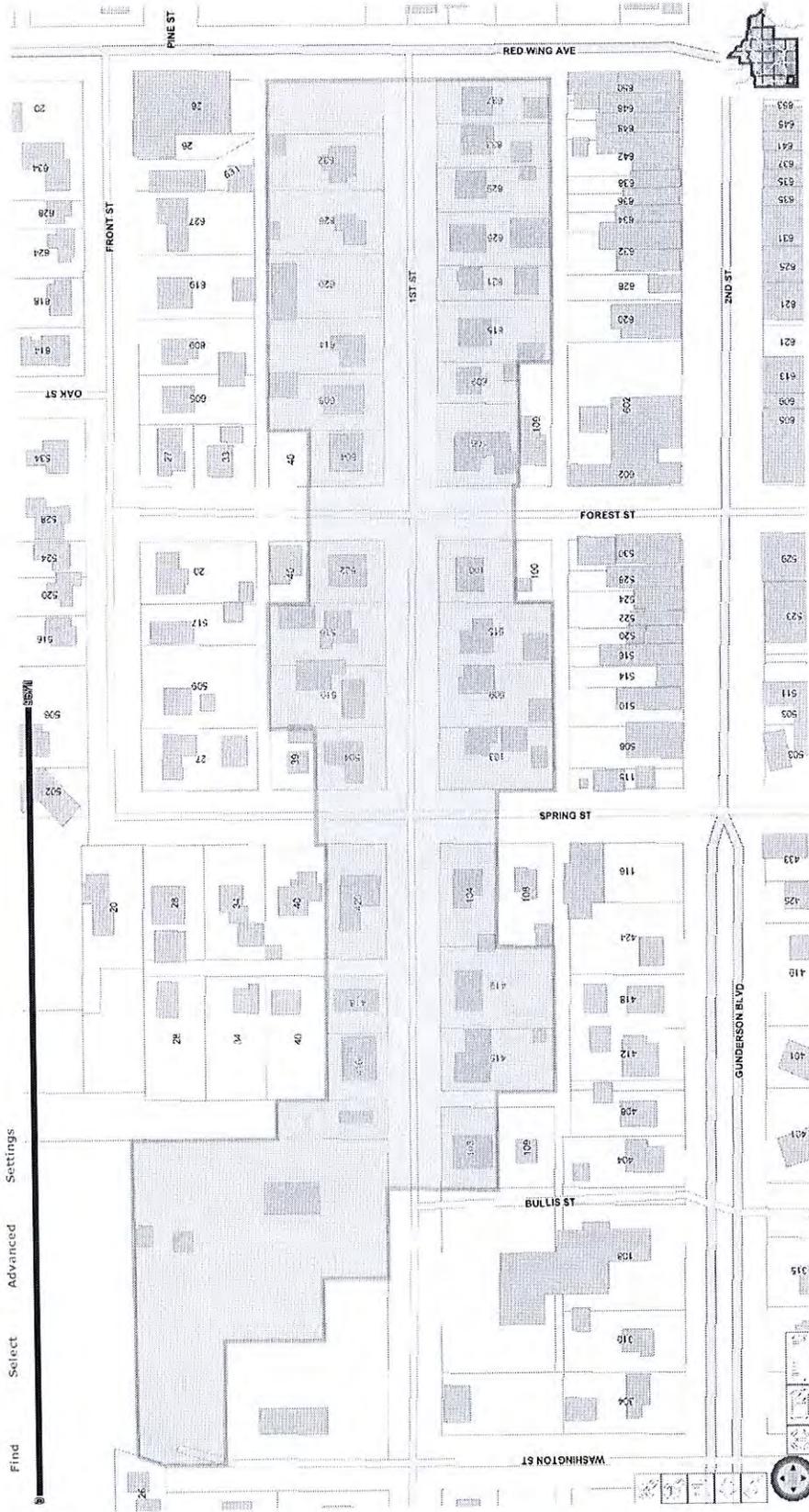
**Goodhue County:**

**Assessor Office:**  
651-385-3006  
**Detailed Property Information**  
**Auditor/Treasurer Office:**  
651-385-3032  
**Main Goodhue County**  
PhoneLine:  
651-385-3000  
**GIS Department email**  
or 651-385-3193  
**Goodhue County Website**

**How to Use this Site:**

The toolbar at the bottom of the map app allows you to interact with the map, as well as identify/select features.  
You can find parcels or other features by navigating and selecting on the map or using the search menu at the top of the map.  
Once a parcel or feature is found, attributes will be displayed for it under "Current Selection" in this sidebar. There may be links to additional information from other websites. These will appear as links or icons.  
Buffer selection is available in the "Buffer" menu. Select "By Location". You may also "Clear All Selections" from this menu.

**Main**  
Map Layers & Legend  
Current Selection  
Printable Maps  
About This Website



Member \_\_\_\_\_ introduced the following resolution and moved this adoption:

**RESOLUTION NO. 2015-18  
CITY OF KENYON  
COUNTY OF GOODHUE  
STATE OF MINNESOTA**

**RESOLUTION ORDERING HEARING ON IMPROVEMENT**

**WHEREAS**, it is proposed to improve sanitary and storm sewer, curb, gutter and streets in the area of First Street from Red Wing Avenue to Bullis Street, and to assess the benefited properties for all or a portion of the cost of the improvement (the "Proposed Improvement"), pursuant to Minnesota Statutes, Chapter 429; and

**WHEREAS**, in all locations, the sanitary sewer mains will be constructed in the street right of way with manholes and service lines for each property that will be stubbed to the property line and connected. All private properties will be responsible to install piping from the serviced structures on the private properties to the new service line located at the property line.

**WHEREAS**, pursuant to resolution of the City Council adopted August 31, 2015, a report is being prepared by the City Engineer with reference to the Proposed Improvement; and

**WHEREAS**, the report will provide information regarding whether the Proposed Improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the Proposed Improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The Recitals set forth above in this Resolution and the Exhibits attached to this Resolution are incorporated into and made part of this Resolution as if fully set forth herein.
2. The City Council will consider the Proposed Improvement in accordance with the report prepared by the City Engineer and the assessment of abutting properties for all or a portion of the cost of the Proposed Improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the Proposed Improvement of \$640,000.
3. A public hearing shall be held on such Proposed Improvement on the 10<sup>th</sup> day of November, 2015, in the council chambers of the Kenyon City Hall at 7:00 p.m. and the City Administrator shall give mailed and published notice of such hearing and Proposed Improvement as required by law.
4. The City Council, staff and consultants are authorized to take all necessary further action to implement this Resolution.

Adopted by the City Council of the City of Kenyon on this 13<sup>th</sup> day of October, 2015.

\_\_\_\_\_  
Michael Engel, Mayor

ATTEST:

\_\_\_\_\_  
Mark Vahlsing, City Administrator

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

The following voted against the same: none.

Whereupon said resolution was declared duly passed and adopted.



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### MEMORANDUM

Date: October 13, 2015  
To: Kenyon City Council  
City Administrator Mark Vahlsing  
From: City Engineer Joe Rhein  
Subject: Fire Station  
Consider Authorization for Preliminary (Schematic) Design

---

Based on discussion from the Special City Council Meeting held September 29<sup>th</sup>, and the subsequent successful closing for purchase of the parcel from Foldcraft on October 1<sup>st</sup>, the City Council may wish to consider authorizing the start of design activities for the fire station project.

Design of the fire station project will consist of three primary phases:

- Preliminary (Schematic) Design
- Design Development
- Preparation of Bidding Documents (Plans and Specifications)

As described by Corey Brunton of Brunton Architects at the Special City Council meeting, completion of all three phases of design will take approximately four months. Once design is completed, the project must be advertised for a period of 21 days before bids can be accepted. Based on this, if design is initiated in mid-October, that would result in a bid opening anticipated in mid-March 2016.

The City is scheduling public meetings to discuss the proposed fire station. Those meetings will likely be held in November. Work from the first design phase, Preliminary (Schematic) Design, would be useful in preparing materials for the public meetings, and would ensure the public receives the most current information available.



If authorization to start Preliminary (Schematic) Design is not given until after the public information meetings, the resulting anticipated bid date for the project would be mid-April, or even mid-May if the timing of the public meetings were such that design authorization was not given until the regular December City Council meeting.

The estimated cost to perform the Preliminary (Schematic) Design phase is **\$50,000**.

On August 11<sup>th</sup>. The City Council had previously authorized work for a rendering and cost estimate for the fire station, in the amount of \$6,800. That work would be performed as part of the Preliminary (Schematic) Design. Therefore, the authorization being sought from the City at this time is a net of \$43,200.

The bidding climate is anticipated to be more favorable in March 2016 than in April or May. Timing is a critical factor in obtaining the most competitive bids. Based on a rough building cost of \$2,000,000, the \$43,200 for Preliminary (Schematic) Design represents approximately 2% of the building cost. Therefore, if bids received in March 2016 are more than 2% lower than they would be in April or May, the City will have received positive return on its investment for initiating the project design in October.

Based on this information, if the City of Kenyon wishes to maintain a project schedule that results in the earliest bid date and the best opportunity for a favorable bidding climate, it may wish to consider authorizing the first phase of design for the fire station, Preliminary (Schematic) Design, at the City Council meeting of October 13<sup>th</sup>.

This information is respectfully submitted for consideration. We will be present at the meeting on October 13, 2015 to review this matter with the City Council. If discussion is desired in advance of the meeting, please contact me at 651-968-7384 or [joerh@bolton-menk.com](mailto:joerh@bolton-menk.com).

**Maid It Clean LLC**

**PRO-CLEANING QUOTE**

8869 County 11 Blvd  
 Kenyon MN 55946  
 Phone: (507) 271-2896

**DATE**  
**QUOTE #**  
**Invoice #**  
**Valid Until:**

9/29/2015

Prepared by: Melisa Bartel

**Account Name:**

City of Kenyon  
**Kenyon Municipal Liquor Store**  
 709 Second St  
 Kenyon , MN 55946  
 507 789 6176

**Job Details:**

For:	Cleaning Services
Location:	Kenyon Municipal Liquor Store 645 Second St Kenyon MN 55946
Contact Name:	Matt Bartel Mgr.

<b><i>We Hereby Submit Estimates for the following:</i></b>	
<b>Cleaning services to be provided 7 days a week</b>	
<b>Bathroom:</b> sweep/mop floors, clean toilets/urinals, restock paper products, empty garbage	
<b>Bar Area:</b> sweep and mop floors(to include behind bar), vacuum floor mats	
<b>Cleaning services to be provided on a weekly basis</b> (more often if needed)	
<b>Dusting:</b> windows ledges, ceiling fans, light globes	
<b>Clean windows</b>	
<b>Walk in cooler:</b> mop	
Other staff that would be on premise due to my absence would be:	
Deb Svien	
Tiffani Lindell	
I have worked at Kenyon Senior Living in the Environmental Services Dept. for just over 5 yrs., prior to that I worked at Pine Haven Care Ctr. in the kitchen for 2yrs, and before I moved to this community I was in the transportation business for over 15yrs. I have a strong work ethic and my goal is to provide you with a professional clean atmosphere with as few hassles as possible. I would like to thank you for allowing me to prepare and submit a proposal for the cleaning of Kenyon Municipal Liquor Store. I look forward to the opportunity to service your needs and help to improve the appearance and cleanliness of your business.	

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Terms and Conditions:

1. Cleaning Supplies Will Be Provided by: Maid It Clean LLC
2. Total Costs of Service Will Be: 927.00 per month

Quoted By: Melisa Bartel Owner

**Acceptance of Proposal-** The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as described above to do the work in a timely and professional manner. Payment will be made on the date described above.

---

Signature of Acceptance

Date

## **Cleaning Services Agreement**

This agreement is made this ~~11th-13th~~ day of October, ~~2011~~2015, between the City of Kenyon, herein after referred to as Owner, and ~~Scent from Above~~Maid it Clean LLC, herein after referred to as Contractor. Whereas, Contractor owns and operates a commercial and institutional cleaning service; Owner desires contractor to supply cleaning services to its property

For and in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

### **1. Services:**

Beginning on or before the 1<sup>st</sup> day of November, ~~2011~~2015, Contractor will provide and perform services for the Owner on a month-to-month basis. The services are described in the schedule attached to this agreement, marked "Exhibit A".

### **2. Employees, Taxes and Insurance**

All personnel furnished by Contractor will be employees of Contractor. Contractor will pay all salaries and expenses of these employees, as well as all federal and state tax withholding amounts, social security, federal and state unemployment taxes, and any similar payroll taxes relating to these employees.

Contractor will carry workers compensation insurance for its employees as specified in Paragraph 4 of this agreement. Contractor will be considered, for all purposes, an independent contractor, and will not directly or indirectly, act as an agent, servant or employee of owner, or make any commitments or incur any liabilities on behalf of Owner without Owner's express written consent.

### **3. Safeguards**

Contractor will provide for all proper safeguards, and shall assume all risk incurred, in performing its services under this agreement.

### **4. Insurance**

Contractor will provide the insurance coverage for Comprehensive Liability (Bodily injury and Property Damage) and Worker's Compensation (Policy Limit of) and deliver to Owner certificates of insurance.

### **5. Responsibility for Cleaning**

Without limiting the responsibility of Contractor for the proper conduct of its personnel and the cleaning of the areas to be serviced, the conduct of the cleaning personnel is to be guided by rules and regulations as agreed upon between Owner and Contractor and any additional special written instruction as may be issued by Owner to Contractor.

### **6. Supervision of Personnel**

Contractor is responsible for the direct supervision of its personnel through its designated representatives. Contractor's representatives will be available at all reasonable times to report and confer with the designated agents of Owner with respect to services rendered.

**7. Employee Standards**

Contractor agrees that the services to be performed under this agreement will be performed by qualified, careful, and efficient employees in strict conformity with the best practices and highest applicable standards. Contractor agrees that, on request of Owner, Contractor will remove from its services under this agreement, any of its employees who, in the opinion of Owner, are guilty of improper conduct or are not qualified to perform the work assigned to them. Contractor will perform background and criminal history checks on all employees prior to performing service.

**8. Payment for Services**

In exchange for performance of services, Owner shall make payment to contractor for services under this agreement at the rate per month made payable in monthly payment as described in Attachment A. The considerations agreed upon is based on Contractors current charges for like work at other locations, and is subject to change in the event of increases in the cost of providing employees to perform the services specified in this agreement. Contractor may adjust pricing on an annual basis; submit rates in January of each year. Owner will notify Contractor of any changes in the use of the areas covered by this agreement and any changes in the furnishings, floors, walls and ceiling surfaces forming a part of Owner's premises.

**9. Performance of Services**

Contractor will perform all services required under this agreement, except when prevented by strike, lockout, act of God, accident or other circumstance beyond its control.

**10. Probationary Period**

Contractor and Owner agree to a 90-Day probationary period at the onset of this agreement. During that time, either party can terminate by giving a 10 day written notice.

**11. Termination of Agreement**

This Agreement shall continue in effect until terminated by either party. Termination shall be effective by giving 30 days written notice.

This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2011~~2015.

CITY OF KENYON:  
CLEAN LLC

~~SCENT FROM ABOVE~~MAID IT

~~Diane Barrett~~Michael Engel, Mayor

~~Sonja Olson~~Melisa Bartel, Owner

~~Christopher Heineman~~Mark r. Vahlsing,  
City Administrator

**ATTACHMENT A**

**BID PROPOSAL FORM**

To: The City of Kenyon,  
Mark Vahlsing  
709 Second Street  
Kenyon, MN 55946

This bidder certifies that this bid has been arrived at independently, without consultation, communication, agreement or collusion as to any matter relating to this bid with any other bidder or with any competitor.

The following bid proposal is for the areas described below and includes all cleaning supplies:

**MUNICIPAL LIQUOR STORE**

The following bid of ~~\$1008.00~~927 per month, includes cleaning services to be provided for the Municipal Liquor Store of Kenyon. The cleaning services that will be provided are to include the following:

Cleaning Services provided 7 days a week:

- Bathroom: Sweep/mop floors, thorough disinfect, clean toilets/urinals, restock paper products, empty garbage.
- Bar / Off-Sale Area: Sweep and mop floors (to include behind bar), vacuum floor mats,

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~~dusting, vacuuming, sweep/mop, thorough disinfect of bathrooms and windows, as needed.~~ Cleaning Services to be provided on a weekly / as needed basis:

- Dusting: window ledges, ceiling fans, light globes.
- Mop walk-in cooler.

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The building listed above will be cleaned on a daily basis, 7 days per week, before 9:30 a.m. Monday – Saturday and before 11:30 a.m. on Sunday.

**Bid submitted by:**

~~Scent From Above Cleaning~~ Maid it Clean LLC

By: ~~Sonja Olson~~ Melisa Bartel

Title: Owner

Address: 1137 Cuyllle Court, Faribault, Minnesota, 550218869 County 11 Blvd.; Kenyon, MN 55946



City of Kenyon Farm Lease  
3 Year Lease (2016 - 2018)

Company Name: \_\_\_\_\_

Contact Name: Earl A Fredrickson

Phone: 288 6521

Email: \_\_\_\_\_

Address: Box 16 Kenyon

How many acres do you currently farm? \_\_\_\_\_ and rent? 10%

Who do you currently rent from? (Name, address, phone): \_\_\_\_\_

City of Kenyon

Proposed Lease Per Acre Per Year (approx. 10 acres): \$ 265.00 per acres

Signature: Earl A Fredrickson

Please return proposals to:  
City of Kenyon  
709 2<sup>nd</sup> Street  
Kenyon, MN 55946

**City of Kenyon**

**Agriculture Land Lease**

**~~2013~~2016-20152018**

**City of Kenyon  
709 2<sup>nd</sup> Street  
Kenyon, MN 55946**

## AGRICULTURE LAND LEASE AGREEMENT

THIS AGREEMENT, made this ~~1st-13th~~ day of ~~January~~~~October~~, ~~2013~~~~2015~~, by and between the City of Kenyon, a Municipal Corporation, ("City") and Earl Fredrickson, ("Tenant") of 715 Home Street, Kenyon, MN 55946, is for the purpose of illustrating the rights and responsibilities of the parties to this Agreement. The parties to this Agreement do agree as follows:

**1. Lease of Agricultural Property.** In consideration of the rents and promises hereinafter described, the City hereby leases to Tenant 10.5 acres, more or less, of tillable agricultural fields located in the County of Goodhue and State of Minnesota, and described as set forth on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as the "property").

**2. Term. a.** The term of this lease is for three farming years commencing on the 1st day of January, ~~2013~~~~2016~~, and terminating on the last day of December, ~~2015~~~~2018~~.

**b. Holding Over.** If Tenant remains in possession of the Premises after the expiration of the term, such holding over will only create a month to month tenancy, which may be terminated by either party at the end of any calendar month, upon thirty (30) days advance written notice. In the event of such holding over, Tenant shall perform all of the terms and conditions of this lease, except the rent and other charges which are paid annually to City shall be prorated on a monthly basis and paid in advance.

**3. Rent. a.** Rent shall be calculated on the basis of ~~\$217.00~~~~265~~ per acre or portion thereof for the cropping year of ~~2013, \$238.70 per acre or portion thereof for the cropping year of 2014, and \$262.57 per acre or portion thereof for the cropping year of 2015~~~~2016, 2017 and 2018~~. Rent payments are due annually by the 1st day of April, beginning on April 1, ~~2013~~~~2016~~.

**b.** The Tenant waives any right to withhold rent in any claim against the City.

**c.** Rent shall be paid to the City of Kenyon, 709 2<sup>nd</sup> Street, Kenyon, MN 55946 and credited to the appropriate accounts.

**d.** Rent may be reduced if, in the sole determination of the City, late biosolids application causes crop yield reduction.

**4. Taxes.** The City shall pay any ad valorem taxes on the property.

**5. Sublease; Assignment.** The Tenant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violation of this provision shall constitute default by Tenant and shall be grounds for termination of this Agreement.

**6. Maintenance of leased property. a.** Tenant, at Tenant's own cost and expense shall keep and maintain the property in good order including the City-owned right-of-way area facing Highway 60. Tenant shall not permit any waste or nuisance on the leased property. In the event the property is not properly maintained, the City may, after notifying the tenant, cause the property to

be maintained. The costs of maintenance and an administrative fee will be billed to the tenant and become Tenant's responsibility.

**b. Hazardous Materials.** Tenant shall not store hazardous materials on the leased premises except such materials normal to and reasonably necessary for agricultural production and such maintenance operations reasonably conducted on the premises. All hazardous materials shall be stored, handled, and disposed of properly in accordance with all local, state and federal rules and regulations, and any spill or discharge shall be immediately reported to the City. Improper storage, use, handling, or disposal of hazardous materials shall be grounds for termination of this lease agreement.

**7. Costs associated with this Lease.** The City is not responsible for paying any of the Tenant's costs associated with this lease, including preparation of the property for farming, brush or tree removal, rock removal, etc. The Tenant shall pay all costs related to farming the property, including preparation of the property for farming, brush or tree removal, rock removal, etc. and the cost of plowing property back at the end of this lease.

**8. City Responsibilities.** The City shall be responsible for the following:

**a.** In the event the City determines that it is in the best interests of the City, the City shall cooperate with the Tenant to the fullest extent possible to coordinate the application of biosolids from the City's wastewater treatment plant on to the property.

**b.** The City shall comply with all local, state, and federal regulations pertaining to the application of biosolids on agricultural fields.

**c.** The City shall peaceably allow the tenant to occupy the land for normal, customary, farming and agricultural practices.

**9. Tenant Responsibilities.** Tenant shall be responsible for the following:

**a.** The Tenant shall occupy the premises for agricultural purposes only. The Tenant will use normal, customary farming practices in the care and maintenance of the property and, without limiting said customary practices, keep the premises free of noxious weeds.

**b.** The Tenant shall comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and municipal governments regulating the use of the property.

**c.** The Tenant shall coordinate with and allow, at the City's discretion, the application of biosolids from the City's wastewater treatment plant on the field leased by the tenant.

**d.** Any applications of fertilizer made after the City has identified a field for application of biosolids shall be coordinated with the City's Wastewater Department to avoid exceeding maximum allowable fertilization rates.

- e. The Tenant shall coordinate with the City to plow fields identified for application of biosolids prior to the end of each crop season.
- f. The Tenant shall allow access to the property by the City and its agents during all reasonable hours for the purpose of examining the property to ascertain compliance with the terms and conditions of this lease and for any other lawful purpose including, but not limited to, exhibiting the property for sale.
- g. The Tenant shall not remove or move any existing structures or improvements made to the property by the City. The Tenant may not store equipment on the property for periods exceeding one week without coordinating such storage with the City.
- h. The Tenant shall pile rocks or other items, including but not limited to brush and trees, taken out of any field in areas designated by the City. The Tenant shall pay all costs related to brush or tree removal, rock removal, etc., including transportation to a disposal site.
- i. Tenant shall not permit or authorize use of the property by any party for recreational purposes (e.g., hunting, ATV riding, etc.)
- j. The leased premises are approved by the Minnesota Pollution Control Agency as a sewage/sludge land spreading facility and are subject to the rules and regulations of the agency. All use of the leased premises by Tenant shall conform to the terms of the permit and other applicable statutes and regulations.
- k. Tenant shall not use the premises to grow food chain crops, including crops grown for human consumption, and feed for animals whose products are consumed by humans.
- l. Crop rotations of continuous row crops shall keep soil erosion within maximum allowable soil limitations on the premises in an attempt to increase soil productivity.
- m. Crop residue shall be incorporated into the soil surface.
- n. Tenant shall provide, upon request by City, accurate documentation of all herbicides and pesticides used on the property. City reserves the right to prohibit the placement of any herbicides and/or pesticides on the land.
- o. Tenant agrees to leave the land chisel plowed or receive advance approval from the City to leave it in any other condition prior to the termination of this lease.
- p. Tenant agrees to cultivate the premises in a careful manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect any fruit or shade trees thereon, and to commit no waste or damage on the premises and to suffer none to be done by any other parties.

**10. Liability; Indemnification.** Notwithstanding anything to the contrary in this Agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the Tenant, Tenant's successors or assigns, the Tenant's contractor or subcontractors, material suppliers,

laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance of this Agreement, nor will the Tenant make any claim against the City for or on account of any injury, loss or damage resulting from the Tenant's property or use thereof. The Tenant, and the Tenant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

**11. Insurance.** The Tenant shall acquire and maintain property and/or liability insurance in at least the sum of \$500,000 each occurrence bodily injury and property damage coverage. The Tenant's policy shall include the City as a named additional insured, shall be in a form acceptable to the City and shall provide insurance with respect to Tenant's full indemnification and defense responsibilities contained in this lease. Said insurance policy shall not be cancelable, reduced or materially changed unless prior written notice shall have been given to the City in accordance with applicable Minnesota statutes. The Tenant shall provide proof of insurance upon request by the City.

**12. Default.** Any of the following shall constitute a default under this lease:

- a. Tenant fails to pay money owed to City under this lease when due, and such failure continues for ten (10) days after written notice from City to Tenant.
- b. Tenant uses the premises for any purpose not expressly authorized by this lease and such default continues for ten (10) days following written notice from City to Tenant.
- c. Tenant fails to allow an inspection in accordance with the terms and conditions of this lease and such default continues for ten (10) days following written notice from City to Tenant.
- d. Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to Tenant.
- e. Tenant fails to carry the insurance required under this lease; any insurance required under this lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this lease, or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to Tenant.
- f. Tenant vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to Tenant.
- g. Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises in violation of this lease within thirty (30) days following written notice from City to Tenant that any such lien or encumbrance is filed against the premises and/or improvements.

**h.** Tenant (i) makes a general assignment for the benefit of creditors; (ii) commences any case, proceeding or other action seeking to have an order for relief entered or to adjudicate tenant bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or (iii) involuntarily becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry.

**i.** Tenant fails to comply with any other term or condition of this lease and such default continues for more than thirty (30) days after written notice from City to Tenant, or for a longer period of time as may be reasonably necessary to cure the default, but only if: (i) Tenant is reasonably capable of curing the default, and (ii) is working diligently as determined by City to cure the default.

**13. City Remedies.** If a default occurs, City, at its option and in its sole discretion, may at any time thereafter do one or more of the following to the extent permitted by applicable law:

**a.** City may, without releasing tenant from its obligations under the lease, attempt to cure the default. City may enter the premises for such purpose and take such action as it deems desirable or appropriate to cure the default. If default occurs during cropping season, the City of Kenyon may harvest any and all remaining crops and apply proceeds to rent payment. This entry is not an eviction of Tenant or a termination of this lease

**b.** With legal process, but without further notice to Tenant, re-enter the premises or any part thereof and take possession of it fully and absolutely, without such re-entry working a forfeiture of the money to be paid and the terms and conditions to be performed by Tenant for the full term of this lease. City's re-entry of the premises is not a termination of this lease. In the event of such re-entry, City may proceed for the collection of money to be paid under this lease or for properly measured damages.

**c.** Terminate this lease upon written notice to Tenant and re-enter the premises as of its former estate, and tenant covenants in the case of such termination to indemnify City against all loss of rents and expenses during the remainder of the term.

**d.** Exercise all other rights and remedies including injunctive relief, ejection or summary proceedings such as an eviction action and any other lawful remedies, actions or proceedings.

In the event of any default and for any type of remedy chosen by City, Tenant shall reimburse City for all reasonable fees and costs incurred by City, including reasonable attorneys' fees, relating to such default and/or the enforcement of City's rights hereunder, and costs incurred attempting to cure a default. Any and all legal remedies, actions and proceedings shall be cumulative.

**e. Cumulative Default.** Notwithstanding the notice and cure periods set forth above, and subject to the inspection procedures or rights set forth herein, City shall only be required to provide Tenant with notice and opportunity to cure two (2) cumulative defaults in any calendar year. Only for purposes of this paragraph, cumulative default means: (i) Tenant's failure to pay money due under this lease; (ii) Tenant's failure to comply with the use of premises section of this lease; and

(iii) any violation of the terms and conditions of this lease which has the likelihood in City's reasonable discretion to cause harm to life or property. In addition, City shall only be required to provide Tenant with notice and opportunity to cure two (2) defaults of failing to allow an inspection of the premises in any calendar year. Beginning with the third (3rd) cumulative default or third (3rd) failure to allow an inspection in any calendar year, City will not be required to provide notice and opportunity to cure and may immediately take such action as City deems appropriate under this lease.

**14. Termination.** The City may, after providing 90 days written notice take possession of the property for any purpose deemed in the best interest of the City. The City shall allow the Tenant to remove crops with normal, customary farming practices or return all rents paid for the year and compensate the Tenant at rates not exceeding the current market rate per acre for any crop planted.

**15. Surrender of Possession.** The Tenant shall surrender the property to the City in good condition and repair upon termination of the Lease, whether by lapse of time or otherwise.

**16. Discrimination Provision.** The Tenant, in the use of the property, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, or national origin.

**17. Waiver.** The waiver by City or tenant of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this agreement.

**18. Headings.** The headings in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

**19. Entire Agreement; Amendments.** This Agreement represents the entire agreement between the parties and supersedes any prior agreements regarding the premises. This Agreement may only be amended or modified if done in writing and executed by all parties to this Agreement.

**20. Severability.** If any part of this agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement.

**21. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, 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.

**22. Public Data.** This Agreement, and the information related to it, is subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

23. **Commitments to Federal and State Agencies.** Nothing in this Agreement shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds.

24. **Successors.** This Agreement shall extend and apply to the legal representatives, successors and assigns of the parties to this Agreement.

25. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed to create a partnership, association or joint venture between City and Tenant, or to create any other relationship between the parties other than that of landlord and tenant.

26. **Consent and Approvals.** Whenever in this Agreement the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Kenyon City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

27. **Compliance with Laws.** The Tenant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the property.

28. **Lease Agreement is Binding.** This Lease Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

29. **Notification.** Notification related to this Agreement shall be sent to the following addresses:

<b>Tenant:</b>	Earl Fredrickson 715 Home Street PO Box 16 Kenyon, MN 55946	<b>Owner:</b>	City of Kenyon 709 2 <sup>nd</sup> Street  Kenyon, MN 55946
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Notice is deemed given (i) two business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

IN TESTIMONY WHEREOF, the City and Tenant have set their hands as of the day and year first above written.

CITY OF KENYON

EARL FREDRICKSON

By: \_\_\_\_\_  
~~Diane K. Barrett~~Michael Engel  
Mayor

By: \_\_\_\_\_  
Earl Fredrickson

Attest:

\_\_\_\_\_  
~~Pamela Blow~~Mark R. Vahlsing  
~~Deputy City Clerk~~City Administrator

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF GOODHUE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of ~~December~~October, ~~2012~~2015, by ~~Diane K. Barrett~~Michael Engel, Mayor, and ~~Pamela Blow~~Deputy City ClerkMark R. Vahlsing, City Administrator of the CITY OF KENYON, a Minnesota municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of ~~December~~October, ~~2012~~2015, by Earl Fredrickson as Tenant.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT A**

**BEGINNING AT A POINT ON THE SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, 760 FEET WEST OF THE SE CORNER OF THE SW 1/4 OF THE NW 1/4, THENCE NORTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SW 1/4 OF THE NW 1/4 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF TRUNK HIGHWAY 60; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO ITS INTERSECTION WITH THE EAST LINE OF THE SW 1/4 OF THE NW 1/4; THENCE SOUTH ALONG THE EAST LINE OF THE SW 1/4 OF THE NW 1/4, TO THE S.E. CORNER OF THE SW 1/4 OF THE NW 1/4; THENCE WEST ALONG THE SOUTH LINE TO THE POINT OF BEGINNING; CONTAINING APPROXIMATELY 11.86 ACRES.**

**THE PARTIES AGREE THAT THE TILLABLE AREA OF THE ABOVE DESCRIPTION IS APPROXIMATELY 10.5 ACRES WHICH IS THE AREA UPON WHICH THE RENT UNDER THIS LEASE SHALL BE DETERMINED.**

**RESOLUTION NO. 2015-15  
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 (2<sup>nd</sup> 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 13<sup>th</sup> day of October 2015.

---

Michael Engel  
Mayor

ATTEST:

---

Mark Vahlsing  
City Administrator



**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 13, 2015

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



Minnesota Department of Transportation

**MEMO**

District 6B  
1010 - 21st Avenue NW  
Owatonna, MN 55060

**Office Phone:** 507.446.5500  
**Fax:** 507.455.5849

**To:** City Clerks in Maintenance Area 6B

**Date:** September 28, 2015

**From:** Mark Panek, Area Maintenance Engineer  
Mn/DOT District 6B, Owatonna

**Subject:** Cooperative Snow Removal on Trunk Highways within Municipalities

Joint snow removal by municipalities and the Minnesota Department of Transportation within cities has become an established policy. However, participation by the State is limited to that portion of the business area that does not have a boulevard or other space for snow storage.

In the City of Kenyon that area is on Main Street from Spring St. to Langford Ave. and on Red wing Ave. from Main St. to Front St. and amounts to 0.394 miles.

The division of work will be for the State to pay for the accumulating and loading of snow from the trunk highway and the municipality will be required to take care of the hauling and dump disposal. EACH MUNICIPALITY IS REQUIRED TO FURNISH THIS OFFICE WITH A COPY OF THE RESOLUTION PASSED THIS YEAR, covering the situation in detail, indicating the trunk highways to be cleaned and the limits shown by the intersecting streets. This resolution must be on file in this office BEFORE cooperative work can begin.

Loading and hauling equipment should avoid costly unproductive waiting time for equipment furnished by both the State and the municipality.

Municipal authorities shall secure competitive bids and furnish the Department of Transportation with one copy of the completed informal bid for each loading unit, showing description and hourly rental rate, for publicly owned loading equipment. Also, to expedite the rental of privately owned equipment customarily used by the municipality for this proposal, the owner should complete this same form. (See attached form)

It is necessary that the Department reimburse the owner of the private equipment directly for the hours worked accumulating and loading snow on trunk highway streets. If the equipment belongs to the municipality, as is often the case, then payment is made to the municipality. In either case, it is a requirement of the State Auditor's Office that a time report be made by the clerk of the municipality. Further instructions and a time report will be sent UPON REQUEST when we are notified of the municipality's intention to participate. THIS PROCEDURE WILL BE THE SAME AS HAS BEEN FOLLOWED IN PAST WINTERS.

City Clerks  
September 28, 2015  
Page 2

At the same time, you will be notified of the Sub-Area Supervisor you are to contact when you intend to do work, notifying approximately 24 hours in advance. IF THE PROPER NOTIFICATIONS ARE NOT MADE, THE DEPARTMENT WILL NOT MAKE PAYMENT.

Since all equipment hired by the Department must have proper insurance coverage according to law, a copy of an insurance certificate is needed. It is to be completed by the agent writing the coverage. INSURANCE REQUIREMENTS ARE \$2,000,000 AND SHOULD COVER PROPERTY DAMAGE, PERSONAL INJURY AND LOSS OF LIFE.

It will continue to be the responsibility of the municipality to see that proper time reports are sent to this office at the end of each two-week period after snow removal work starts, and for the Department of Transportation's share of the cost ONLY. In order that no charges shall come in too late to be paid, the municipality should be sure either that the time reports are sent in promptly at the end of the two-week period, or a statement that no work was done in that time.

It is important that positive action be taken AT AN EARLY DATE so that the necessary information and papers are on file in this office before the snow removal date as to whether or not your municipality wishes to participate in this year's snow removal program.

**CITY OF KENYON, MINNESOTA**

**RESOLUTION NO. 2015-17**

**RESOLUTION CALLING PUBLIC HEARING ON THE  
ADOPTION OF A FIVE-YEAR CAPITAL IMPROVEMENT  
PLAN AND THE ISSUANCE OF GENERAL OBLIGATION  
BONDS THEREUNDER**

BE IT RESOLVED By the City Council of the City of Kenyon, Goodhue County, Minnesota (the "City"), as follows:

1. Pursuant to Minnesota Statutes, Section 475.521, as amended (the "Act"), the City may issue general obligation bonds to finance capital expenditures under a five-year capital improvement plan without an election provided that, among other things, prior to issuing the bonds the City holds a public hearing regarding adoption of the Plan and the issuance of bonds thereunder.

2. The City has caused to be prepared its five-year capital improvement plan for the City (the "Plan"), pursuant to the Act.

3. In accordance with the Act, the City Council hereby calls for a public hearing on Tuesday, November 10, 2015, at 6:00 PM, to consider the adoption of the Plan and the issuance of bonds thereunder.

4. The City Administrator is hereby directed to cause the notice of public hearing in substantially the form attached hereto as EXHIBIT A to be published at least 14 but not more than 28 days before the date of the public hearing in the official newspaper of the City or a newspaper of general circulation in the City.

Approved by the City Council of the City of Kenyon, Minnesota this 13<sup>th</sup> day of October, 2015.

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Mike Engel, Mayor

ATTEST:

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Mark Vahlsing, City Administrator

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of Kenyon, Minnesota (the "City") will meet on Tuesday, November 10, 2015, at or after 6:00 PM in the council chambers at City Hall, 709 Second Street in the City, to hold a public hearing concerning (1) the adoption of a five-year capital improvement plan for the City prepared in compliance with Minnesota Statutes, Section 475.521, as amended (the "Plan"); and (2) the issuance of general obligation bonds (the "Bonds") to finance capital projects described in the Plan, including the acquisition, construction, and equipping of a new fire hall. The maximum principal amount of the Bonds to be issued under the Plan is \$2,500,000.

If a petition requesting a vote on the issuance of the Bonds signed by voters equal to five percent of the votes cast in the City in the last municipal general election is filed with the City Clerk within 30 days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

A copy of the Plan is available for inspection in the City Administrator's office, City Hall, 709 Second Street, Kenyon, Minnesota 55946. Questions or comments may be directed to the City Administrator's office at 507-789-6415.

All interested persons may appear and be heard at the public hearing either orally or in writing, or may file written comments with the City Administrator before the hearing.

Dated: \_\_\_\_\_, 2015

BY ORDER OF THE CITY COUNCIL OF  
THE CITY OF KENYON, MINNESOTA

/s/ Mark Vahlsing  
City Administrator  
City of Kenyon, Minnesota



Minnesota Department of Public Safety  
**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**  
 444 Cedar Street Suite 133, St. Paul MN 55101-5133  
 (651) 201-7507 Fax (651) 297-5259 TTY (651) 282-6555  
 WWW.DPS.STATE.MN.US



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

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION Kenyon Firemen's Relief Assn.	DATE ORGANIZED 1950	TAX EXEMPT NUMBER	
STREET ADDRESS Box 6	CITY Kenyon	STATE MN	ZIP CODE 55946
NAME OF PERSON MAKING APPLICATION John Lee	BUSINESS PHONE (507) 789-6415	HOME PHONE (507) 838-8097	
DATES LIQUOR WILL BE SOLD November 28-29, 2015	TYPE OF ORGANIZATION CLUB CHARITABLE RELIGIOUS <input checked="" type="checkbox"/> OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME John Lee, Chief	ADDRESS 14316 530th St.; West Concord, MN 55985		
ORGANIZATION OFFICER'S NAME Scott Miner	ADDRESS 215 Gunderson Blvd.; Kenyon MN 55946		
ORGANIZATION OFFICER'S NAME	ADDRESS		
Location license will be used. If an outdoor area, describe Kenyon Fire Hall			
Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service. College City Beverage 700 Railway St. S; Dundas, MN 55019			
Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage. Yes, MJUA \$500,000			
<b>APPROVAL</b>			
<b>APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL &amp; GAMBLING ENFORCEMENT</b>			
CITY/COUNTY <u>City of Kenyon</u>		DATE APPROVED _____	
CITY FEE AMOUNT <u>Waived</u>		LICENSE DATES _____	
DATE FEE PAID _____		_____	
SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____		APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____	

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event



## City of Kenyon

Intoxicating Liquor and Wine License Application  
Kenyon City Ordinance Section 1200

### TRAINING VERIFICATION FORM

*(To be Completed by Applicant for Intoxicating Liquor and Wine License)*

#### KENYON FIREMEN'S RELIEF ASSOCIATION

City of Kenyon Ordinance Section 1200 requires that any person desiring to sell intoxicating liquor or wine under a license type allowed shall make his or her verified application in writing to the City upon a form approved by the Minnesota Commissioners of Public Safety or its successor, and shall file the same with the City Clerk of the city. **In addition to the application form, the applicant must also provide a written statement verifying that all persons who will be selling or furnishing intoxicating liquor or wine upon the licensed premises or the proposed licensed premises have successfully completed a Responsible Seller/Server Training course within the preceding twelve months, and that said verification is on file in the office of the City Clerk.** *Your signature below verifies that as the applicant filing for a new or renewed intoxicating liquor and wine license, you verify that all persons who will be selling or furnishing intoxicating liquor or wine upon the licensed premises or the proposed licensed premises have successfully completed a Responsible Seller/Server Training course within the preceding twelve months.*

As applicant for a license to sell or furnish intoxicating liquor or wine in the City of Kenyon, I hereby understand and verify that all of the persons who will be selling or furnishing intoxicating liquor or wine upon the licensed premises or the proposed licensed premises will have successfully completed a Responsible Seller/Server Training course within the preceding twelve months and that verification of said course completion must be on file in the office of the City Clerk before being allowed to sell or serve intoxicating liquor or wine upon the licensed premises.

I understand that a fee of \$100, representing the training verification fee, is to be paid to the City of Kenyon in addition to the applicable license fee and other fees provided by Section 1200 of the Kenyon City Code.

  
Signature of Applicant

10/6/15  
Date



## Application for Permit to Hold Dance

City of Kenyon  
County of Goodhue  
State of Minnesota

*John Lee of 14316 530<sup>th</sup> St.; West Concord, MN 55985 whose name and address are subscribed hereto, hereby makes application for a permit to hold, give, and conduct a dance on behalf of self or said organization **Kenyon Firemen's Relief Association** at the following location known and described as: **Kenyon Fire Hall**, upon the following date and time: **November 28, 2015, beginning at 5:00 p.m. and ending at 1:00 a.m. on November 29, 2015**, subject to such conditions of the City of Kenyon City Code and laws of the State of Minnesota relating thereto. Applicant will secure and cause to be present during all the times of such dance for which this permit is issued a security officer to be supplied by Kenyon Police Department Reserve Unit.*

Applicant Signature: 

Date: 10/6/15

**For Office Use Only**

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

Application Fee Paid: \_\_\_\_\_

License Issued: \_\_\_\_\_



**CITY OF KENYON**  
 709 2<sup>ND</sup> STREET  
 KENYON, MN 55946  
 www.cityofkenyon.com  
 PHONE: 507-789-6415

FAX: 507-789-5604

Application to Allow Sales and Consumption of Alcohol in an Outdoor Service Area  
*(On-Sale intoxicating liquor, beer, or wine license also required)*

APPLICATION FOR OUTDOOR SERVICE AND CONSUMPTION SPECIAL ENDORSEMENT

APPLICANT / BUSINESS INFORMATION

Date of Application: 10/8/15		Anticipated Date of Opening: 11/1/15	
Company Name: CITY OF KENYON		<i>(Circle: Corporation Partnership Sole Proprietorship)</i>	
Name on Business Sign (DBA) KENYON MUNICIPAL LIQUOR STORE		Business Phone: 507-789-6176	
Business Address: 645 2ND ST; KENYON MN 55946			
Licensee/Owner Name		Birth Date:	
Mail to Address <i>(If different from Business Address)</i>		City, State, Zip	
Home Phone:		Work Phone:	
Cell Phone:		Email Address:	

- ❖ **OUTDOOR SERVICE AREA MUST BE IMMEDIATELY ADJACENT TO AND CONTIGUOUS WITH LICENSED PREMISES.**
- ❖ **NO BAR SHALL BE LOCATED IN THE OUTDOOR SERVICE AREA WITH THE EXCEPTION OF A SERVICE BAR THAT IS EXCLUSIVELY USED BY THE ESTABLISHMENT'S EMPLOYEES.**
- ❖ **OUTDOOR SERVICE AREA MUST BE ENCLOSED BY A FENCE THAT IS AT LEAST FOUR FEET HIGH.**
- ❖ **ALL NEW AND REMODELED OUTDOOR SERVICE AREAS MUST BE HANDICAP ACCESSIBLE.**
- ❖ **ACCESS TO AND EGRESS FROM THE OUTDOOR SERVICE AREA MUST ONLY BE THROUGH A DOOR CONNECTING THE AREA TO THE LICENSED PREMISES.**
- ❖ **OUTDOOR SERVICE AREA MUST HAVE SECURED CONTROLLED ACCESS.**
- ❖ **SERVICE IN THE OUTDOOR SERVICE AREA MUST BE PROVIDED ONLY AT TABLES**

*The Council may place any of the following additional requirements and restrictions on the outdoor service area:*

- ❖ **RESTRICT THE DAYS AND HOURS OF OPERATION OF AND NOISE GENERATION FROM THE OUTDOOR SERVICE AREA.**
- ❖ **REQUIRE IMPROVEMENTS TO THE OUTDOOR SERVICE AREA PRIOR TO ISSUANCE OF SPECIAL ENDORSEMENT.**
- ❖ **RESTRICT THE DAYS, HOURS, AND NATURE OF ALLOWED ENTERTAINMENT IN AND NOISE GENERATION FROM THE OUTDOOR SERVICE AREA.**

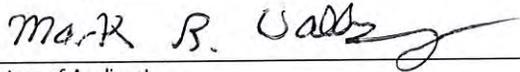
(See complete ordinance attached)

**Additional Information Required for the Outdoor Service and Consumption Special Endorsement Application:**

- ✓ General Liability Certificate of Insurance specifically extending coverage to the outdoor service area and naming the City of Kenyon as an additional insured. Minimum liability insurance coverage must be \$1,500,000.
- ✓ Site Plan depicting the layout of the proposed outdoor service area that shows the seating and tables, fencing, access and egress points, amenities, fencing, etc.

**ANY FALSIFICATION OF ANSWERS GIVEN OR MATERIALS SUBMITTED WILL RESULT IN DENIAL OF THIS APPLICATION.**

I hereby state that I have answered all of the preceding questions, and that the information contained herein is true and correct to the best of my knowledge and belief. I also understand this premise may be inspected by police, fire, health and other city officials at any and all times when business is in operation.

  
 \_\_\_\_\_  
 Signature of Applicant

10.9.2015  
 \_\_\_\_\_  
 Date: