AGENDA
CITY COUNCIL MEETING
May 12, 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. City Council Meeting Minutes of April 14, 2015
B. Special City Council Meeting Minutes of April 14, 2015
C. Board of Equalization and Appeals Minutes of April 23, 2015

VI. PRESENTATIONS/PUBLIC HEARINGS RECOGNITIONS/PROCLAMATIONS

VII. ENGINEERING

A. Update on Feasibility Work -1st Street Reconstruction Project
B. Fire Facility Project – Space Needs Analysis

VIII. LEGAL

A. Update on St. Marc Materials – Chris Hanke
B. Approve Lease Agreement for Taco Express (Luis Tellez)
C. Nuisance Property at 223 Langford Avenue

IX. FINANCIAL

**A. April 2015 Treasurer's Report
**B. Payment of Claims

X. OLD BUSINESS

A. Update on Municipal Pool Repairs – Sandblasting & Painting

XI. NEW BUSINESS

A. Approve Hiring of Lifeguards & Pool Manager
    1. Sarah Benrud; Lifeguard
    2. Ellyn Beulke; Lifeguard / WSI
    3. Ethan Cota; Lifeguard
    4. Clara Flikke; Lifeguard
    5. Sarah Hildebrandt; Assistant Manager / Lifeguard / WSI

6. Mara Quam; Lifeguard
7. Siri Quam; Lifeguard
8. Freddie Rolstad; Assistant Manager / Lifeguard / WSI
9. Roxy Rolstad; Lifeguard / Pool Manager
10. Savannah Smith; Lifeguard

B Approve Liquor License VFW Post 141 – Club License

C. Amend Solid Waste Haulers License to Allow Regular Commercial Pick-up

D. EDA Land Acquisition – Cemstone Property (information)

E. Request for Outdoor Band on May 30th – Liquor Store

F. LMCIT Liability Coverage Waiver Form

G. Transfer of Fire Department Year End Excess Revenue to capital fund. $12,611

XII. OTHER BUSINESS

A. Schedule of Upcoming Meetings

1. Goodhue County Historical Society Board Meeting at Gunderson House: Monday, May 18th @ 5 p.m.
2. Regular City Council Meeting: Tuesday, June 9th @ 7:00 p.m.

XIII. COUNCIL AND STAFF GENERAL COMMENTS

8:00 **XIV. ADJOURNMENT**

M E M O R A N D U M

TO: Honorable Mayor and City Council
FROM: Mark Vahlsing, City Administrator
RE: Meeting of May 12, 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 April 14, 2015
Special City Council Meeting Minutes of April 14, 2015
Board of Equalization and Appeals Minutes of April 23, 2015
April 2015 Treasurer's Report
Payment of Claims

MOTION NEEDED

V. APPROVAL OF MINUTES

Consent Agenda Item

VI. PRESENTATIONS/PUBLIC HEARINGS

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

Update on Feasibility Work – 1st Street Reconstruction Project
The City Engineer will have more information on the status of the feasibility work.

Fire Facility Project – Space Needs Analysis
The next step in the Fire Hall development process will be the Space Needs Analysis. A summary on this process is included in the packet. Despite the fact that a final option is not completed it would be beneficial to start this process. The Space needs are dependent on a specific site and would reflect the needs of the Fire Department.

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

Update on St. Marc Materials Building Permit– Chris Hanke
The building permit was approved by Goodhue County Land Use on April 23. Chris Hanke has trusses and related building supplies on order, and they should be arriving this week. Most of the cement plant is completed. A letter was sent to Chris Hanke from the EDA stating that has long as construction proceeds there will be no further action to foreclose on the property at this time. He was also given 14 days to submit a revised completion schedule for his project.

Approve Lease Agreement for Taco Express (Luis Tellez)
The agreement in the meeting packet contains the same terms as previous years' agreements.
MOTION NEEDED

Nuisance Property at 223 Langford Avenue
This property contains multiple vehicles including large trucks and other miscellaneous debris. The owner has been cited by the Police Department and given written notice requesting clean-up of the property, but the debris still remains. The next step in the abatement (clean-up) process would be to schedule a public hearing. If the property is not cleaned-up by that time, the City can get a court order to gain access remove the debris. This is the same process that was followed for 411 Bullis, and the Jystad properties.

IX. FINANCIAL

April 2015 Treasurer's Report - Consent Agenda Item
Payment of Claims – Consent Agenda Item

X. OLD BUSINESS

Update on Municipal Pool Repairs – Sandblasting & Painting
Neither of the companies that submitted quotes for painting the pool can complete the work until mid-May. This would not allow proper time for the pool paint to dry and allow and the water to be warm enough in time for the pool opening. The painting should be completed after the pool closes for the 2015 season. We have not heard back from either of the companies that submitted quotes to see if they would hold their prices until September.

XI. NEW BUSINESS

Approve Hiring of Lifeguards & Pool Manager
Names and positions are included on the agenda. ***MOTION NEEDED***

Club Liquor License Renewal for VFW Post 141
See information in the Council packet. ***MOTION NEEDED***

Amend Solid Waste Haulers License to Allow Regular Commercial Pick-up
The City has received requests from business owners to use other waste haulers. Waste Management increased the commercial rates by almost 20% last month. Flom Disposal and Gibson Sanitation have indicated interest in offering commercial solid waste pick-up in Kenyon. Their licenses currently allow only roll-off (temporary) pick-up. After review the City Attorney has told me that those licenses could be amended to allow regular commercial pick-up.

Waste Management's license was approved in January, 2015 for residential and commercial refuse hauling and commercial recycling. There was discussion at that time of giving Waste Management one year, or if rates are increased for commercial pick-up before reviewing the issuing additional licenses for commercial solid waste pick-up. Since it has been over a year and rates have gone up, the issue is back on the agenda for review. If the other haulers licenses are amended, there should not be a change in the fees since they have already been paid for 2015. Letters from Flom and Gibson are included in the meeting packet.
MOTION NEEDED

EDA Land Acquisition – Cemstome property (information)
The EDA discussed the possible acquisition of the Cemstone Property at the April 28 meeting. The company has previously stated that they are interested in selling the site to the EDA. They would be willing to remove the cement plant, and leave the block garage building on the site. No asking price has ever been provided to the EDA from Cemstone.

At the April 28 meeting the EDA discussed the potential acquisition of the property. The EDA decided to make a conditional offer based on the assessed valuation of the property. The City Attorney is finalizing the draft purchase agreement. A copy is included in the meeting packet.

Request for Outdoor Band on May 30th – Liquor Store
See memo from the Liquor Store Manager in your packet.
MOTION MAY BE NEEDED

LMCIT Liability Coverage Waiver Form
The City Council is required to choose either to waive or not to waive the monetary insurance liability limits. State statutes limit a city's tort liability to a maximum of $500,000 per claimant and $1,500,000 per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both. Cities can choose to waive the state liability limits. Cities can purchase additional insurance coverage up to $2,000,000 annually. Further information is contained in a League of MN Cities memo in the packet.
MOTION NEEDED

Transfer of Fire Department Year End Excess Revenue to capital fund
We are requesting council approval to transfer the 2014 year balance ($12,611) of the fire department to the capital fund. With the potential large costs of the upcoming truck purchase and possible Fire Facility project it would be beneficial to transfer any excess year end fund balance to the capital fund. This action will not impact the current year's budget. See e-mail included in your meeting packet.
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 7:00 p.m. on the 14th day of April, 2015. The following members were present: Mayor Mike Engel, Council Members, Fred Barsness, Richard Nielsen, Russ Thurmes, and Doug Henke. Also present: Administrator Mark Vahlsing, Engineer Joe Rhein, Attorney Scott Riggs, Administrative Assistant Pam Blow, and Police Chief Sjolander.

CITIZEN COMMENTS
None

ADOPT AGENDA
Motion by Nielsen seconded by Thurmes to adopt the agenda as published. Motion carried 5-0-0.

CONSENT AGENDA
Motion by Nielsen seconded by Thurmes to approve the Consent Agenda, which includes payment of check numbers 62573 through 62722; 2331E through 2345E and additional checks 62723 through 62735. Motion carried 5-0-0.

PRESENTATIONS
Oath of Office for Kenyon Police Department Officer Amy Reding
Chief Sjolander introduced Officer Reding and she was sworn in.

ENGINEERING
Update on Feasibility Work – 1st Street Reconstruction Project
According to Engineer Rhein, the televising has been completed for the sewer mains that were accessible. The next step is to gain access to televise private sewers.

Preliminary Review of Tennis Courts
According to Administrator Vahlsing - A report was presented to the Park and Recreation Committee regarding the tennis courts located at the old Kenyon High School property and owned by First Lutheran Church. Due to the age and condition of the courts, they would need total reconstruction. The Park and Recreation Committee will do a survey in the community to see if there is a need for this type of amenity.

LEGAL
Update on St. Marc Materials – Chris Hanke
According to Administrator Vahlsing, Goodhue County is reviewing a building permit submitted by Mr. Hanke. A state plumbing permit will need to be obtained as well. Attorney Riggs noted that the lease with the City of Kenyon will expire 120 days from February 12, 2015. At this time, Mr. Hanke is complying with the development agreement.

DNR Cooperative Fire Protection Agreement
According to Administrator Vahlsing, this is a renewal of an agreement the Fire Department has with the DNR that provides reimbursement for grass fires. Attorney Riggs noted that the agreement needs to be signed by the Mayor and Administrator Vahlsing.
Motion by Barsness, seconded by Nielsen to approve the Fire Protection Agreement. Motion carried 5-0-0.

OLD BUSINESS

Lawnmower Purchase – Kenyon Public Works

According to Administrator Vahlsing, quotes were received from Traxler Power & Equipment and SEMA in Wanamingo for lawnmowers. The Public Works department prefers the John Deere model Z930M (SEMA). Administrator Vahlsing noted that the John Deere model is less expensive by over ten percent. Councilman Henke noted that SEMA offered a better trade-in on the old lawnmower, and commented that personally, the John Deere model is more comfortable and has easier maintenance.

Motion by Henke, seconded by Engel to approve the purchase of the 2015 John Deere Model Z930M from SEMA. Motion carried 5-0-0.

Municipal Pool Repairs – Sandblasting & Painting

Administrator Vahlsing noted that this project could be done next year and probably wouldn't be more expensive if it were delayed. Public Works employee Wayne Ehrich noted that the perimeter of the pool is much deteriorated and the concrete needs repairing. Councilman Nielsen commented that he would recommend maintaining things as they need it. Mayor Engel wondered if the lower bid includes repairing the coping around the pool. Administrator Vahlsing asked Attorney Riggs if he would be able to authorize the higher quote if the lower one does not check out. Attorney Riggs commented that the council could approve the lower proposal with a not to exceed amount to repair the decking.

Motion by Engel second by Nielsen to approve the proposal by Commercial Pool, authorize staff to get an estimate for coping repair with a not to exceed total cost of $25,000. Motion carried 5-0-0.

Update on Goodhue County Solid Waste Plan

Administrator Vahlsing noted that there is on-going discussion regarding a Goodhue County Ordinance that would require the processing of all solid waste through the City of Red Wing at the Xcel incinerator. There is no cost control over what the City of Red Wing would charge for tipping fees, according to Administrator Vahlsing, and the ordinance would be for twenty years. The latest draft of the County Solid Waste Ordinance would only require waste from cities to be hauled to Red Wing. Those who live outside the cities in the County would not be required to have their waste hauled to Red Wing. This would not be fair to the taxpayers who reside within cities in Goodhue County and would potentially further increase costs to them. The County Board appears to be split on support of this proposed ordinance, but with two new commissioners, it may pass.

Possible Purchase of 2015 1-ton (3500) Truck with Dump Box – Public Works Department

Administrator Vahlsing reviewed three quotes that had been received by the City for a one ton truck with a dump box. The City has received quotes from Peterson Ford, Walser Chevrolet in Owatonna, and Harry Brown Motors in Faribault. It was noted that it is important that the new vehicle have a power lock and windows package.

Motion by Engel, second by Barsness to authorize the purchase of the 2016 Ford F350 with power package from Peterson Ford. Motion carried 5-0-0.

NEW BUSINESS

Liquor License Renewal for Kenyon Country Club.

Motion by Thurmes, second by Nielsen to approve the license renewal. Motion carried 5-0-0

Approve Appointments to Historic Preservation Commission

Administrator Vahlsing noted that there will still be one vacancy on the commission after this appointment.

Motion by Haugen, second by Nielsen to approve the appointment of Mary Phipps and Mike Engel to the HPC. Motion carried 5-0-0.

Approve Kenyon Senior Living 5K Fun Run/Walk
Motion by Barsness, second by Henke to approve the route for the 5k event to be held Saturday, May 16, 2015. Motion carried 5-0-0.

Resolution 2015-05: Resolution in Opposition of a Potential Zip Rail Line
Motion by Engel, second by Thurmes to approve Resolution 2015-05. Motion carried 5-0-0

OTHER BUSINESS
Schedule of Upcoming Meetings
2015 Board of Appeal and Equalization: Thursday, April 23rd @ 5:30 p.m.
EDA Meeting: Tuesday, April 28th @ 8 a.m.
Goodhue County Board Mtg. in Kenyon – Tuesday, May 5th @ 10:00 a.m.
City Council Meeting: Tuesday, May 12th @ 7 p.m.

COUNCIL AND STAFF GENERAL COMMENTS
Council member Barsness welcomed new Police Officer Amy Reding to the KPD staff.

Motion Nielsen, seconded by Thurmes to adjourn the meeting at 8:00 p.m. Motion carried 5-0-0.

Pam Blow, Administrative Assistant

Michael Engel, Mayor

Pursuant to due call and notice thereof, a Special City Council meeting was duly held in the City Hall conference room on the 14th day of April, 2015. The following members were present: Mayor Mike Engel, Council members, Fred Barsness, Richard Nielsen Russ Thurmes and Doug Henke. Also present: City Administrator Mark Vahlsing, City Attorney Scott Riggs, Fire Chief John Lee, and City Engineer Joe Rhein

Mayor Engel called the special meeting to order at 8:10 pm. He stated that the purpose of the Special meeting was to discuss the status of land acquisition for a new Fire Department facility.

Motion by Nielsen Second by Barsness to go into CLOSED SESSION. Pursuant to Minnesota Statutes Sections 13D.05, subdivision 3(c), to review confidential appraisal data and to review and consider strategies and to develop or consider offers or counteroffers for the purchase or acquisition of real property for the Fire Hall, with such properties located at: 615 Centennial Drive. Property owned by Foldcraft Inc. Motion Carried 5-0-0

Motion by Nielsen, Second by Henke to resume open session. Motion Carried 5-0-0

Fire Hall Project issues discussion

General Project Issues

City Engineer Rhein reviewed cost options for extending water to the possible site location on the Foldcraft property. The estimated cost to extend water to the site would be approximately $34,000. Other options including installing a fire hydrant on the south side of that property were also reviewed by the City Engineer. He also reviewed estimated costs for a survey of the property.

City Attorney Riggs discussed options for subdividing or platting the property.

Bolton and Menk – Fire Facility Concept Design Services Proposal
City Engineer Rhein reviewed options and costs to develop architectural site plans and building sketch plans. He estimated the cost to be in the range of $14,000.

Motion by Nielsen second by Thurmes to adjourn the special council meeting at 9 05 p.m. Motion Carried 5-0-0.

Mark Vahlsing, City Administrator

Michael Engel, Mayor

Pursuant to due call and notice thereof, a Board of Equalization and Appeals meeting was duly held in the City Council Chambers at 5:30 p.m. on the 23rd day of April, 2015. The following members were present: Mayor Mike Engel, Council Members Fred Barsness, Russ Thurmes, and Richard Nielsen. Absent: Doug Henke. Also present: Administrative Assistant Pam Blow. Representing the Goodhue County Assessor's Office were Peggy Trebl, and Mike Frankenberg.

The board was called in session at 5:38 p.m.

Mr. Frankenberg noted that the purpose of this meeting is to discuss the valuation for 2015 assessments, payable in 2016 only.

James Miner
66.660.0320
According to Mr. Miner, this parcel adjoins the house property and the valuation was more than doubled for this year. Mike Frankenberg noted that this property was re-evaluated during the normal process of the Assessor's Office of viewing 1/5 of City properties each year. The adjustment for topography was reduced, and according to Frankenberg, the property was flat and usable; though not buildable. For that reason the property value was changed from $1,800 to $4,200. Mr. Miner would like it noted that drainage from other lots goes through this parcel.

Mr. Frankenberg explained about Market Value Exclusion that took the place of the Homestead Credit. As the value of the property goes up, the exclusion amount goes down and is set by the State of Minnesota (based on $76,000 maximum value).

Keith Cook
1202 Highway 60 Blvd.
66.640.0150
Mr. Cook feels his property is over-valued at $223,100. Frankenberg noted that this property consists of 5.6 acres, and the valuation of the land is based upon values used throughout the County; i.e.; the first acre for the home site is valued at $60,000; and the remaining 4.44 acres is valued at $5,000 per acre. Mr. Frankenberg informed Mr. Cook that he could look for comparable sales out in the township if he wished. Mr. Cook noted that a portion of his property is a ravine and not useable. Mr. Frankenberg suggested that the portion of the property that is over five acres (.44 acre) could be put into "waste" value classification.

Councilman Barsness commented that Miner's property had a large change and hoped that it would remain at the new value. Frankenberg noted that it would change if all values go up.

Motion by Nielsen, seconded by Engel to recommend no change in proposed valuation for the Miner property (valuation $4,200). Motion carried 4-0-0.

Motion by Thurmes, seconded by Nielsen to approve the recommendation of a $1,800 reduction in value for the Cook property (from $223,100 to $221,300). Motion carried 4-0-0.

All Seasons Community Services
66.160.0030 - $11,000 reduce to $4,500
66.640.0040 - $900 increase to $1,200
66.160.0010 - $22,200 reduce to $9,400

Mr. Frankenberg noted that all three parcels were sold after the January 2, 2015 assessment date deadline and the Assessor's office is recommending the changes noted above. Councilmember Barsness commented that there is an old slaughter house on 66.160.0010 and it has no value and there is not an access to the site. The buyer of the properties paid $12,093 for all of them and they are wooded properties with a creek running through them.

Motion by Barsness, seconded by Thurmes to approve the recommended changes in value for the three parcels of All Seasons Community Services. Motion carried 4-0-0.

Motion by Barsness second by Nielsen to adjourn the Board at 6:32 p.m.

_____ _____

Pam Blow, Administrative Assistant Michael Engel, Mayor

BOLTON & MENK, INC.
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: May 12, 2015
To: Kenyon City Council
City Administrator Mark Vahlsing
From: City Engineer Joe Rhein
Subject: Fire Station
Space Needs Analysis

Background

In December 2014 the City of Kenyon authorized activities to perform preliminary investigation of potential sites for a new fire station. Three sites were investigated:

- Cemstone
- Foldcraft
- Nielsen Property

The results were presented to the City Council in March 2015. The preliminary activities found the Foldcraft site to be the top-ranked site of the three investigated. The City Council concurred with the findings of the preliminary investigation, and at their April 2015 meeting authorized staff to pursue a purchase agreement for the site.

In order to keep development of the fire station project moving forward, the City Council may also wish to consider the next step in the architectural development. This memo will present the scope and estimated cost associated with that work.

Scope of Work & Estimated Cost

The next architectural work for development of a potential fire station on the Foldcraft site would consist of gathering information from the Fire Committee, performing a space needs analysis, and preparing block diagram options to be considered. Further information on these activities is given in the following paragraphs:

- Space Needs: The space needs for the fire station would be identified, analyzed, and assessed. This process is anticipated to include two meetings with the Fire Committee for discussion and review of the needs. A report of the findings would be prepared and submitted to the City.
- Block Diagrams: Up to three block diagrams will be prepared based on the results of the Space Needs. The block diagrams will be provided to the City in electronic format for review and comment. It is intended that one of the concepts would be selected as the initial preferred layout. The preferred block diagram will then be placed on the Foldcraft site to confirm the adequacy, orientation, and visibility.

The estimated cost to perform the Space Needs and Block Diagrams as described is **$7,250.**

Future Activities

Looking forward, once the space needs analysis is completed and a preferred block diagram has been prepared, the next architectural activities would be to prepare a rendering of the preferred layout, estimate the project cost, and review the information with the City Council. Although authorization for those activities is not being sought at this time, information on those activities is provided below for reference:

- Rendering: Exterior elevations and a colored perspective rendering will be prepared based on the preferred block diagram. The documents will be provided to the City in electronic format for review and comment.
- Statement of Probable Cost: A statement of probable cost will be prepared based upon the preferred layout, elevations, and rendering. This statement will give a preliminary indication of anticipated budget needs. An inflationary factor and construction escalator will be included with the statement of probable cost if construction of the fire station is anticipated in 2016 or later.
- Presentation: A presentation will be made to the City Council to explain, review, and highlight the information generated by the preceding work steps.

If development of a fire station on the Foldcraft site continues beyond those future activities, a portion of the work may be of use in the following phase of architectural work, which would be Schematic Design. Any portion of the work able to be used would help reduce design fees of the Schematic Design phase.

Conclusion

This memo has presented information on the next activities that could be performed for the continued architectural development of a potential fire station on the Foldcraft site in the City of Kenyon. This information is respectfully submitted for consideration. If the City wishes to proceed with the activities, it could direct the City Engineer to do so.

As done during the preliminary site analysis, the architectural work is proposed to be performed by Brunton Architects, acting as a subconsultant to the City Engineer, Bolton & Menk, Inc.

We will be in attendance at the May 12th City Council meeting to discuss the contents of this memorandum. Please contact me at 651-968-7384 or by e-mail at joerh@bolton-menk.com if you have any questions regarding the contents of this memo or if you wish to discuss this matter prior to the meeting.

LIMITED USE AGREEMENT

THIS LIMITED USE AGREEMENT (the "Agreement") is entered into as of May 12, 2015, by and between the CITY OF KENYON, a Minnesota municipal corporation (the "City") and MR. LUIS F. TELLEZ (the "Applicant").

RECITALS

A. The City of Kenyon is the owner of the Kenyon Municipal Liquor Store (645 2nd Street) and adjacent vacant lot in the City of Kenyon described as follows: Parcel Number: 66-520-0380; Lot 009, Block 004; Plat 66520 Overholts Addition (the vacant lot is hereinafter referred to as the "Property").

B. The Applicant desires to use a portion of the Property as designated by the City for the purpose of operating a mobile food unit.

AGREEMENT

1. **Offer and Acceptance of Agreement.** Subject to the terms and conditions of this Agreement, the City and the Applicant agree that the Applicant may operate a mobile food unit on the Property owned by the City described above.

2. **Consideration.** In consideration for the right to conduct business on the Property, the Applicant shall pay two hundred fifty dollars ($250.00).

3. **Use and Scope of Agreement Premises.** Subject to the conditions set forth herein, the non-exclusive limited use of the Property is hereby granted to Luis Tellez for the purpose of operating a mobile food unit. This limited use is subordinate to any and all rights of City in the Property. City reserves the right to the use of the Property herein granted non-exclusively to the Applicant for the City's own purposes.

The non-exclusive limited use of the Property includes the following conditions:

A. The mobile food unit may be on site from 12:00 p.m. Thursdays until 12:00 a.m. Saturdays from May 12, 2015 through October 18, 2015 (does not include Rose Fest Weekend).

B. The mobile food unit must be located on the south-east portion of the lot away from 2nd Street.

C. A Certificate of Liability Insurance must be provided, naming the City of Kenyon as an additional insured.

D. Applicant agrees to comply with applicable City, County, and/or State Codes.

E. The Property must be kept clear of debris and waste.

F. Applicant is responsible for all costs associated with operation of the mobile food unit.

G. Applicant agrees to remove the mobile food unit immediately at the request of the City.

4. **Indemnification**. The Applicant shall at all times indemnify and hold harmless the City from any and all claims for damages, including costs and attorney fees, arising from or by the use of the Property or pursuant to this Agreement, provided, however, that nothing in this Agreement shall be construed to waive any rights that the City has against the Applicant under this Agreement. Nothing in this Agreement shall be construed as a waiver by the City of any limitations on liability to which the City is entitled pursuant to Minnesota Statutes Chapter 466 or otherwise.

5. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

6. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by the parties to be affected by said modification or additional obligation.

7. **Assignability of Agreement.** It is expressly agreed that Mr. Luis F. Tellez shall not have the right to assign any rights under this Agreement except on the prior, express, and written consent of the City.

8. **Termination.** The City or the Applicant may terminate this Agreement at any time for any reason, or for no reason at all, by providing written notice to the other party. Upon termination of this Agreement, the Applicant shall remove the mobile food unit from the Property.

9. **Notice**. Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by mail or delivered personally; and

A. in the case of the Applicant, is addressed or delivered personally to the Applicant at 5407 510th Street Path, Kenyon, MN 55946 and

B. In the case of the City, is addressed or delivered personally to the City at City of Kenyon, 709 2nd Street, Kenyon, MN 55946.

In witness whereof, Applicant and City have executed this Limited Use Agreement on this 12th day of May, 2015.

CITY OF KENYON

By: _____
Michael Engel, Mayor

By: _____
Mark Vahlsing
City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF GOODHUE)

This instrument was acknowledged before me on the _____ day of _____, 2015, by Michael Engel and Mark Vahlsing, as the Mayor and City Administrator, respectively, of the CITY OF KENYON, a Minnesota municipal corporation on behalf of the said municipal corporation.

_____
Notary Public

APPLICANT

_____
Luis F. Tellez

STATE OF MINNESOTA)
) ss
COUNTY OF GOODHUE)

This instrument was acknowledged before me on this _____ day of _____, 2015, by Luis F. Tellez, the Applicant of this Agreement.

_____
Notary Public

TACO EXPRESS 2015

May	15-16
May	22-23
May	29-30
June	5-6
June	19-
June	26-27
July	3-
July	10-11
July	17-18
July	31-August 1
August	7-8
August	14-
August	21,22,23 Rose Fest
August	28-29
Sept.	4-5
Sept.	11-12
Sept.	18-19
Sept.	25-26
Oct.	2-3
Oct.	9-10
Oct.	16-17

Note: These are some dates that we would think of being in Kenyon. Depending on weather and or other festivals in different towns it may vary. Any questions please call Brenda Rapp at 507-581-4348. Thank you for your time.

709 Second Street
Kenyon, MN 55946

City of Kenyon

Phone 507.789.6415
Fax 507.789.5604

April 6, 2015

Ruben Ramirez
223 Langford Ave.
Kenyon, MN 55946

Dear Mr. Ramirez,

The purpose of this letter is to provide notice that your property located 223 Langford Avenue is not in compliance with City Ordinances. Listed below for reference are applicable sections of the City code.

2010.05. Hazardous conditions. Subdivision 1. Preamble.

a) Private property. The council finds that accumulation on private property of unlicensed, unregistered or inoperable motor vehicles, household furniture, furnishings or appliances, or parts or components thereof, or metal, wood, glass, paper, rubber, concrete, or other material, whether organic or inorganic, can facilitate the growth or spread of noxious weeds, the nesting and breeding of rodents, insects, and harmful bacteria, and be a threat of fire. The council also finds that unless such accumulation is stored in a lawfully operated junk yard, housed within a lawfully erected building, or in a container permitted, and the contents disposed of, under provisions of the city code; it is a source of filth, cause of sickness and an immediate danger to the health, safety and welfare of persons and property in the city. The council finds that if such unauthorized, unwholesome and dangerous accumulation is permitted to continue to pose such a threat it is a hazardous condition and a nuisance, must be abated, and that this section is adopted to protect the residents of the city and their property and, in addition, to protect the rights of persons who may be found in violation of its provisions. "Accumulation" as that term is used in this paragraph, means prohibited items in any number or amount.

Due to the large amount of accumulated debris, and vehicles, the property must be cleaned-up within fourteen (14) days. Failure to remove the items will result in further citations from the Kenyon Police Department and ultimately the issuance of an abatement order. This order would authorize the City to clean up the property. All costs associated with this action would be assessed against the property.

Due to the urgent nature of this matter please contact me at your earliest convenience.

Sincerely,

Mark R.

Mark Vahlsing
City Administrator

Cc: Lee Sjolander, Police Chief

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code MCLONSL **License Period Ending** 6/30/2015 **ID#** 993

ISSUING AUTHORITY Kenyon

Licensee Name VFW 141

Trade Name Conrad Osthum Post

City, State, Zip Code 601 2nd St/Box 51
Kenyon MN 55946

Business Phone 5077895691

License Fees: **Off Sale** $0 **On Sale** $300 **Sunday** $0

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).

Licensee Signature_____ DOB_____ SS#_____ Date_____
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature_____ Date_____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature_____ Date_____
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature_____ Date_____
(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations(criminal/civil). Report violations on back, then sign here.

FLOM DISPOSAL
5865 Kenyon Blvd
Faribault, MN 55021
507-334-5767

May 5, 2015

City of Kenyon
709 2nd St
Kenyon, MN 55946

To the Honorable Mayor, City Council members and City Administrator,

I would like to request the opportunity to offer commercial trash and recycling service to the businesses in the City of Kenyon. I believe this would require some clarification to our current refuse license.

If you have questions, please contact me at 507-323-4224, which is my cell number or you can call into the office.

Thank you,

Kyle Flom
Flom Disposal Inc. President

709 Second Street
Kenyon, MN 55946

City of Kenyon

Phone 507.789.6415
Fax 507.789.5604

MEMO:

May 8, 2015

To: Mayor Engel and Council

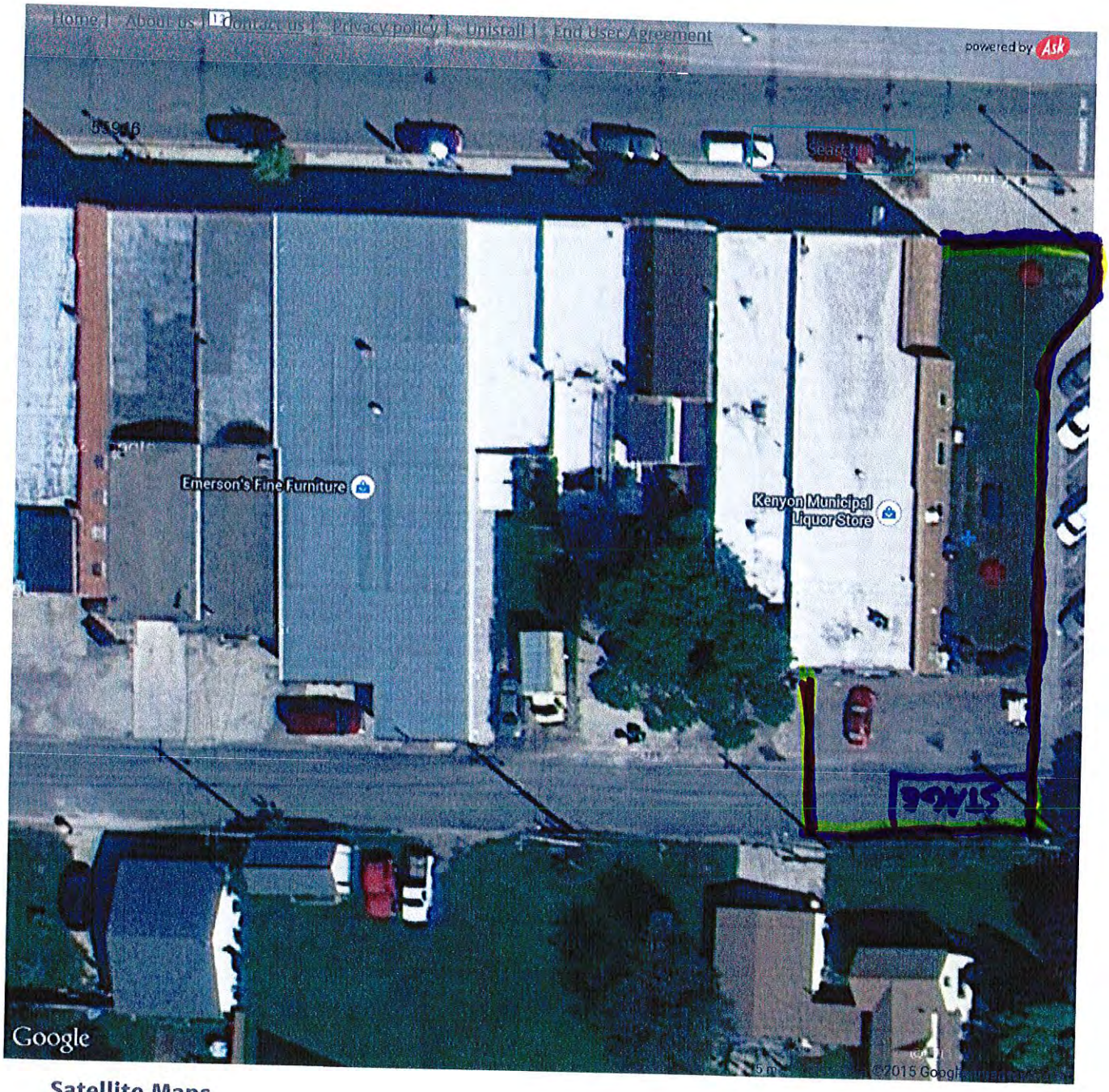
From: Matt Bartel

Re: May 30th Request

On May 30th The Local Hooligans are scheduled to play at The Muni. When we have had them here in the past they have drawn a good crowd with several out of town followers as well as the Kenyon fans.

If we have nice weather on the 30th I think it would be great if we could put up a snow fence in our back alley and around the grass area on the east side of building, and have the band play outside. The street and sidewalk would be unaffected. I have attached a map of the proposed area. This would be a 21 and over event with no cover charge. I have spoken to Lee about this, he thought he could get a couple reserve officers in area if needed. All beer would be in aluminum and drinks in plastic cups.

I think this would be a great event without a lot of investment. The band is $800 they always bring enough extra business to cover the cost, my beer vendor will provide ice tubs so we can sell beer outside, and I will put up the fence if Steve will bring it down to the Muni.



Satellite Maps

X:-92.98558566323834
Y:44.27166537691386

Topographic Hunting Maps
usgs topo maps, new color aerial photos, GMU/Hunt Area Maps.

Quickly reached by X / Y

Enter the X and Y (123.456 use this format, you can not expense minutes and seconds format), click GO to reach

X : Y : GO!

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LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than $500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to $1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.

- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to $2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is $2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to $2,000,000, regardless of the number of claimants.

- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

_____
LMCIT Member Name

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting _____

Signature_____ Position_____

145 UNIVERSITY AVE. WEST
ST. PAUL, MN 55103-2044

PHONE: (651) 281-1200 FAX: (651) 281-1299
TOLL FREE: (800) 925-1122 WEB: WWW.LMC.ORG

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RISK MANAGEMENT INFORMATION

LMCIT LIABILITY COVERAGE OPTIONS

Liability Limits, Coverage Limits, and Waivers

LMCIT gives cities several options for structuring their liability coverage. The city can choose either to waive or not to waive the monetary limits the statutes provide; and the city can select from among several liability coverage limits. This memo discusses these options and identifies some issues to consider in deciding which of the options best meets the city's needs.

Statutory Limits on Municipal Tort Liability

The statutes limit a city's tort liability to a maximum of $500,000 per claimant and $1,500,000 per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both.

Coverage Limits for LMCIT's Basic Primary Liability Coverage

LMCIT's liability coverage provides a limit of $1,500,000 per occurrence, matching the per-occurrence part of the statutory municipal tort liability limit. Beside the overall coverage limit of $1,500,000 per occurrence, there are also annual aggregate limits (that is, limits on the total amount of coverage for the year regardless of the number of claims), for certain specific risks. Aggregate limits apply to the following:

Products	$2,000,000 annually
Failure to supply utilities	$2,000,000 annually
Data security breaches	$2,000,000 annually
EMF	$2,000,000 annually
Limited pollution*	$2,000,000 annually
Mold	$2,000,000 annually
Land use litigation**	$1,000,000 annually
Employers liability (work comp)	$1,500,000 annually

* Includes sudden and accidental releases of pollutants; herbicide and pesticide application; sewer ruptures, overflows and backups; and lead and asbestos claims. Dredging or excavation claims are subject to a $250,000 sublimit. These limits apply to both damages and defense costs.

** Coverage is provided on a sliding scale percentage basis, which is based on participation in LMCIT's online land use training. Coverage applies to both damages and litigation costs.

More Information

For more information about land use litigation coverage, please see the memo LMCIT Coverage for Litigation Relating to Land Use.

If the Statute Limits our Liability, Why Purchase Higher Coverage Limits?

There are several different reasons why cities should strongly consider carrying higher limits of liability coverage.

The Statutory Tort Limits Either Do Not or May Not Apply to Several Types of Claims

Some examples include:

- *Claims under federal civil rights laws.* These include Section 1983, the Americans with Disabilities Act, etc.

- *Claims for tort liability that the city has assumed by contract.* This occurs when a city agrees in a contract to defend and indemnify a private party.

- *Claims for actions in another state.* This might occur in border cities that have mutual aid agreements with adjoining states, or when a city official attends a national conference or goes to Washington to lobby, etc.

- *Claims based on liquor sales.* This mostly affects cities with municipal liquor stores, but it could also arise in connection with beer sales at a fire relief association fund-raiser, for example.

- *Claims based on a "taking" theory.* Suits challenging land use regulations frequently include an "inverse condemnation" claim, alleging that the regulation amounts to a "taking" of the property.

LMCIT's Primary Liability Coverage has Annual Limits on Coverage for a few Specific Risks

The table on page one lists the liability risks to which aggregate coverage limits apply. If the city has a loss or claim in one of these areas, there might not be enough limits remaining to cover the city's full exposure if there is a second loss of the same sort during the year. Excess liability coverage gives the city additional protection against this risk as well.

However, there are a couple important restrictions on how the excess coverage applies to risks that are subject to aggregate limits:

- The excess coverage *does not apply* to three risks: *failure to supply utilities; mold; and "limited pollution" claims if either the pollutant release or the damage is below ground or in a body of water;* and

- The excess coverage *does not automatically apply to liquor liability* unless the city specifically requests it.

The City may be Required by Contract to Carry Higher Coverage Limits

Occasionally, a contract might include a requirement the city carry more than $1,500,000 of coverage limits. Carrying excess coverage is a way to meet these requirements. (There's also another option

for cities in this situation. LMCIT can issue an endorsement to increase the city's coverage limit only for claims relating to that particular contract. There's a small charge for these "laser" endorsements.)

There may be more than One Political Subdivision Covered Under the City's Coverage

An HRA, EDA, or port authority is itself a separate political subdivision. If the city EDA, for example, is named as a covered party on the city's coverage and a claim were made that involved both the city and the EDA, theoretically the claimant might be able to recover up to $1,500,000 from both the city and the EDA, since there are two political subdivisions involved. Excess coverage is one way to provide enough coverage limits to address this situation. Another solution is for the HRA, EDA, or port authority to carry separate liability coverage in its own name.

This issue of multiple covered parties can also arise is if the city has agreed by contract to name another entity as a covered party, or to defend and indemnify another entity.

Cities Sometimes Carry Higher Coverage Limits Because of a Concern the Courts Might Overturn the Statutory Liability Limits

However, those limits have now been tested and upheld several times in Minnesota. While it's always possible that a future court might decide to throw out the statutory limits, this is now less of a concern.

Available Excess Liability Coverage Limits

Excess coverage is available in $1 million increments, up to a maximum of $5 million.

Does the Optional Excess Coverage Apply to All Types of Claims?

No. The excess liability coverage does not apply to the following types of claims: certain limited pollution claims; mold claims; claims for failure to supply utilities; auto no-fault claims; uninsured / underinsured motorist claims; workers' compensation, disability, or unemployment claims; or claims under the medical payments coverage.

Who Needs Excess Liability Coverage?

If anything, excess liability coverage is even more important to a small city rather than to a large city.

If a city ends up with more liability than it has coverage, the city will have to either draw on existing funds or go to its taxpayers to pay that judgment. A large city faced with, say, a million dollars of liability over and above what its LMCIT coverage pays might be able to spread that $1 million cost over several thousand taxpayers. The small city by contrast might be dividing that same $1 million cost among only a couple hundred taxpayers. $1 million divided among 5,000 taxpayers is $200 apiece – annoying but probably at least manageable for most taxpayers. $1 million divided among 200 taxpayers is $5,000 apiece – enough to be a real problem for many.

What's the Effect of Waiving the Per Claimant Statutory Liability Limit?

If the city chooses the "waiver" option, the city and LMCIT no longer can use the statutory limit of $500,000 per claimant as a defense. Because the waiver increases the exposure, the premium is roughly 3% higher for coverage under the waiver option.

If the city waives the statutory limit, an individual claimant could therefore recover up to $1,500,000 in damages on a claim. Of course, the individual would still have to prove to the court or jury that s/he really does have that amount of damages. Also, the statutory limit of $1,500,000 per occurrence would still apply; that would limit the individual's recovery to a lesser amount if there were multiple claimants.

Why Would the City Choose to Pay More to Get Waiver-Option Coverage?

The statutory liability limit only comes into play in a case where

- The city is in fact liable.
- The injured party's actual proven damages are greater than the statutory limit.

Highlight

The waiver option coverage does not give the city better protection. The benefit is to the injured party.

Very literally, applying the statutory liability limit means an injured party won't be fully compensated for his/her actual, proven damages that were caused by city negligence. Some cities as a matter of public policy may want to have more assets available to compensate their citizens for injuries caused by the city's negligence. Waiving the statutory liability limits is a way to do that.

Other cities may feel that the appropriate policy is to minimize the expenditure of the taxpayers' funds by taking full advantage of every protection the legislature has decided to provide. There's no right or wrong answer on this point. It's a discretionary question of city policy that each city council needs to decide for itself.

For claims the statutory tort liability limits don't apply to, it doesn't affect how the city's coverage or risk on those claims. Waiving the statutory tort limits has no effect on claims the statutory limits don't apply to.

Effects of Waiving the Statutory Limits if there is Excess Coverage

If the city has $1 million of excess coverage and chooses to waive the statutory tort limits, the claimants (whether it's one claimant or several) could then potentially recover up to $2.5 million in damages in a single occurrence. If the city carries higher excess coverage limits, the potential maximum recovery per occurrence is correspondingly higher.

Carrying excess coverage under the waiver option is a way to address an issue that some cities find troubling: the case where many people are injured in a single occurrence caused by city negligence. Suppose, for example, that a city vehicle negligently runs into a school bus full of kids, causing multiple serious injuries. $1,500,000 divided 50 ways may not go far toward compensating for those

injuries. Excess coverage under the waiver option makes more funds available to compensate the victims in that kind of situation.

The cost of the excess liability coverage is about 25% greater if the city waives the statutory tort limits. The cost difference is proportionally greater than the cost difference at the primary level because for a city that carries excess coverage, waiving the statutory tort limits increases both the per-claimant exposure and the per-occurrence exposure.

Waiving Statutory Tort Liability Limits: Increase in Risk?

There is no increase in risk for the city to end up with liability if LMCIT doesn't cover it. The waiver form specifically says the city is waiving the statutory tort liability limits only to the extent of the city's coverage.

Of course, that's not to say there is no risk the city's liability could exceed its coverage limits. We listed earlier a number of ways that could happen to any city. But the waiver doesn't increase that risk.

Can we Waive the Statutory Tort Limits for the Primary Coverage but not for the Excess Coverage?

No. If the city decides to waive the statutory tort limits, that waiver applies to the full extent of the coverage limits the city has. The city cannot partially waive the statutory limits.

Is there a Simple way to Summarize the Options?

It's not necessarily simple, but the table on the following page is a shorthand summary of what the effect would be of the various coverage structure options in different circumstances.

Your League Resource

Feel free to call the Underwriting Department at 651-281-1200 or 800-925-1122 with any questions.

Pete Tritz 2/12

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LMCIT Liability Coverage Options

Coverage structure If the city:	On a liability claim to which the statutory limits apply		On a liability claim to which the statutory limits do not apply
	This is the maximum amount a single claimant could recover on an occurrence.	This is the maximum total amount that all claimants could recover on a single occurrence.	This is the maximum amount of damages which LMCIT would pay on the city's behalf for a single occurrence, regardless of the number of claimants.
Does not have excess coverage & Does not waive the statutory limits	$500,000	$1,500,000	$1,500,000
Does not have excess coverage & Waives the statutory limits	$1,500,000	$1,500,000	$1,500,000
Has $1,000,000 of excess coverage & Does not waive the statutory limits	$500,000	$1,500,000	$2,500,000
Has $1,000,000 of excess coverage & Waives the statutory limits	$2,500,000	$2,500,000	$2,500,000

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
145 UNIVERSITY AVE. WEST
ST. PAUL, MN 55103-2044
PHONE: (651) 281-1200
TOLL FREE: (800) 925-1122
FAX: (651) 281-1298
WEB: WWW.LMC.ORG

Mark R. Vahlsing

Subject: FW: Fire Dept additional transfer to capital

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From: Sue Dodds [mailto:suedodds@cityofkenyon.com]
Sent: Friday, April 10, 2015 1:25 PM
To: 'Mark R. Vahlsing'
Subject: Fire Dept additional transfer to capital

This is what we previously discussed with the fire department.

2014 audit showed excess of revenue over expenditures of $12,611 for the Fire Department and First Responders. Due to time restraints between the completion of the audit and the council meeting where the audit was presented there was not an opportunity to obtain council approval for an additional transfer of $12,000 to the capital fund for 2014.

The council could approve this transfer for the year 2015. This would show an additional expense of that amount, which could result in the fund exceeding their 2015 expense budget. But it would balance out if you look at the combination of years 2014 and 2015.

The council may want to consider approval in December of each year to transfer any excess revenue over expenditures for the fire fund to the capital fund. That way it can be done in the current year before the audit is completed.