AGENDA
CITY COUNCIL MEETING
June 14, 2016

Recite Pledge of Allegiance

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 Work Session Minutes of May 6, 2016
B. City Council Meeting Minutes of May 10, 2016

VI. PRESENTATIONS/PUBLIC HEARINGS RECOGNITIONS/PROCLAMATIONS

VII. ENGINEERING

A. Update on 1st Street Reconstruction Project
   1. Pay request #2 – Heselton Construction - $161,188.61
B. Update on Fire Facility Project
   1. Resolution 2016-16: Resolution Accepting Bid for the Fire Facility Construction Project
C. Patching & Overlay Project Quotes

VIII. LEGAL

A. Property Abatement at 411 Bullis St.

IX. FINANCIAL

**A. May 2016 Treasurer's Report
**B. Payment of Claims

X. OLD BUSINESS

A. Amy Repinski for Hiawathaland Transit

XI. NEW BUSINESS

A. 730 2nd Street – Joe Kidder - Request to lease or purchase City owned land behind Apartment building for resident Parking.
B. Proposed Changes to City Code Section VII – Public Utilities
C. Proposed Revisions/Corrections to Personnel Policy

D. Depot Park Liquor Request for June 26, 2016
E. Public Works Superintendent Retirement / Transition Plan
F. City Buildings Cleaning Services Contract
G. Change August 9, 2016 Council Meeting Date
H. LMCIT Liability Coverage Waiver Form
I. Resignation of Jill Paulson from Fire Department
J. Appointment to Park & Recreation Committee

XII. OTHER BUSINESS

A. Schedule of Upcoming Meetings

1. City Council Meeting: Tuesday, July 12th @ 7 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 June 14, 2016

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:
City Council Work Session Minutes of May 6, 2016
Regular City Council Meeting Minutes of May 10, 2016
May 2016 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 1st Street Reconstruction Project
The City Engineer will provide an update on the status of the project.

Pay request #2 - Heselton Construction - $161,188.61
MOTION NEEDED

Update on Fire Facility Project
Bids were opened on June 8. The City received 13 bids. The apparent low bidder was Mohs Construction of Owatonna. They submitted a base bid of $2,089,000. The engineers estimated cost for the base bid was $2,300,000. A list of the bids received is attached. There was on bid that was withdrawn due to an error. If the Council wishes to move ahead with construction the low bidder will need to be accepted as well as any of the addendum items. The City Engineer will provide an update on the status of the project.

Resolution 2016-16: Resolution Accepting Bid for the Fire Facility Construction Project
MOTION NEEDED

Patching & Overlay Project Quotes
The received two quotes for patching. The quotes were reviewed by the City Engineer. See the memo included in your packet.

MOTION NEEDED

VIII. LEGAL

Property Abatement at 411 Bullis St.

The City attorney will review options for a possible abatement action on the property at 411 Bullis. The property is general disarray. There is a large amount of accumulated debris on the property, and the house is in poor structural condition. The Goodhue County Sheriff's Department assisted by Kenyon PD recently executed a search warrant related to possible narcotics (Meth) distribution violations. Due to this activity and the poor property condition abatement action by the City may be warranted. Chief Sjolander will also discuss the property. There are pictures in your meeting packet.

MOTION MAY BE NEEDED

IX. FINANCIAL

May 2016 Treasurer's Report – Consent Agenda Item

Payment of Claims – Consent Agenda Item

X. OLD BUSINESS

Amy Repinski – Three Rivers Community Action - Hiawathaland Transit

Amy will provide an update on the status of the survey and efforts to add transit services to the Kenyon and Wanamingo Communities.

XI. NEW BUSINESS

730 2nd Street – Joe Kidder - Request to lease or purchase City owned Land behind Apartment building for resident Parking

Mr. Kidder is requesting Council consideration to lease or purchase land from the City behind the apartment building at 2nd and Langford. Currently, his residents park on City property or in the alley behind the building. Due to the fact that this area is alley/street right of way, it would be difficult to consider selling all or a portion of it. As well, there are buried electric utilities to the northwest of the building. Leasing a portion of this area may an option but it would require further review by the City attorney. Letter and site plans are included in your packet.

MOTION MAY BE NEEDED

Proposed Changes to City Code Section VII – Public Utilities

In the meeting packet are a summary of possible revisions to Sections 705.05 and 07 of the City Code. These sections of the code cover requirements of connecting to the City Sewer system. Currently, a resident has 10 days to connect if sewer is available to their property. The Council has previously discussed amending this requirement after the 3rd Street improvement project was completed in 2014. A that time, the Council had discussed a November 1 deadline in a given year to hook up to City sewer. A copy of the applicable sections of the ordinance and the proposed revisions are attached. For section 705.07 two options are shown.

MOTION MAY BE NEEDED

Personnel Policy Revisions

There are several areas in the Personnel Policy that conflict or need updated language to reflect current practices. A marked up summary is included in the packet.

MOTION NEEDED

Depot Park Liquor Request for June 26, 2016
MOTION NEEDED

Public Works Superintendent Retirement / Transition Plan
Steve Baalson is planning on retiring shortly after the 1st of the year. Over the last year, the Personnel Committee has been discussing a transition plan for the PW Director position. That plan is based on Wayne Erich being appointed interim PW Director and if he passes probation he would eventually take over the positon. I have discussed this plan with the City attorney. He has concurred the City can take this direction if it chooses as long as this is an internal promotion. He can provide further comment at the Council meeting. Steve Baalson and the personnel committee has discussed Wayne starting several months prior to Steve's retirement date. Steve has stated that he would prefer to have Wayne start before he actually retires. This is being presented at the June Council meeting for discussion. Actual review and possible action on the transition would not happen until the July Council meeting.
MOTION MAY BE NEEDED

City Buildings Cleaning Services Contract
Donnie Skillsted has quit cleaning the City Hall, PD, and ambulance buildings. Two quotes for cleaning services have been received:
1. Service Master by Ayotte - $1426 month
2. Maid it Clean –Melissa Bartel -$1067 month

Based on the quotes received, the Maid it Clean proposal would be preferable. It would be less costly, and provide more frequent cleaning. She also cleans the Muni and has provided good service from everything that I have been told.
MOTION NEEDED

Change August 9, 2016 Council Meeting Date
The date of the August Council meeting falls on the same day as the State Election Primary. The meeting will have to be rescheduled by the Council.
MOTION 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

Resignation of Jill Paulson from Fire Department
MOTION NEEDED

Appointment to Park & Recreation Committee
The City has received two applications from persons interested in serving on the Park Board. They are included in the 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 Work Session was duly held in the City Hall Council Chambers on the 6th day of May, 2016. The following members were present: Mayor Mike Engel, Council members, Fred Barsness, John Mortensen, and Doug Henke. Absent: Richard Nielsen. Also present: City Administrator Mark Vahlsing, Fire Chief John Lee, City Engineer Joe Rhein, Architect Corey Brunton, Engineer Ted Clavel, Arnie Petricka, and Bernie Overby.

Mayor Engel called the work session to order at 1:00 p.m.

City Engineer Rhein provided an overview of the meeting format.

Project Architect Corey Brunton provided an overview on the proposed Fire Building and specific areas including the building layout, electrical, plumbing, mechanical and other areas.

Councilman Barsness asked what the cost is of the aggregate finish on the building exterior and the hose tower. He proposed eliminating the mezzanine and hose tower. This might allow the overall building height to be lower. City Engineer Rhein said that the mezzanine and the hose tower were added after the feedback from the Fire Facility Committee. Fire Chief Lee stated that the hose tower would extend the life of the hoses.

Ted Clavel, Mechanical Engineer with Brunton Architects, reviewed the mechanical system. Councilman Barsness asked why there were six heater units inside the building. Mr. Clavel said that number of heater units were needed to be placed in the upper part of the building but could not be directly above the trucks. He also said that the mechanical system was stock and not anything fancy.

Bernie Overby stated that that many things had been cut already from the original plans recommended by the committee.

Clavel then reviewed the plumbing plans. Councilman Barsness asked why one three inch and two four inch water lines were needed. Why were two hose bibs needed? Clavel said that it would save $500 to eliminate one hose bib and one line. Chief Lee said that the separate lines were needed to accommodate the water that goes into the tanker so it will fill faster.

Councilman Barsness distributed a modified plan for the office/kitchen/storage area.

Clavel reviewed the electrical system of the project. Councilman Barsness asked if the lights for the parking lot could be eliminated and replaced with lights on the exterior of the building.

City Engineer Rhein reviewed the site engineering plan. He also reviewed storm sewer and other utility placement. Councilman Barsness asked if the storm water could drain on the surface to the retention pond. This would eliminate the underground storm water lines. Could the retention pond be moved to the east? City Engineer Rhein stated that the retention pond was proposed to be placed at the lowest point on the site. He said that the storm drainage plan was based on MPCA requirements. The project was required by MPCA to control both storm water runoff and quality. Therefore, a wet retention pond was required, and it had to be designed to hold three feet of water.

Rhein then reviewed the parking plans. There were a total of 72 stalls proposed for the project. The City Code would require 61 stalls. Councilman Barsness asked if the parking lot to the north could be eliminated. He stated that the overall paved area west of the building was too large and should be reduced. City Engineer Rhein stated that probably 10-15 stalls realistically could be eliminated, and this could save $12,000-$15,000. Other changes could be made to reduce the amount sidewalk, curb

and gutter areas. Exterior lighting could also be reduced. These revisions could save an additional $8,000-$10,000. Mayor Engel commented that those changes would result in substantial savings.

Councilman Henke was concerned about reducing the amount of paved area. He stated that in the winter the larger paved area would be beneficial. Especially during winters with a high amount of snow.

Rhein reviewed a spreadsheet showing the savings from alternates that have been included in the final project plans. Roughing in the kitchen would save $18,000. Changes to parking and related areas could reduce costs by another $25,000. If bid comes in 5% lower, it could save an additional $114,000. All these reductions could lower the overall costs by approximately $150,000.

Project Architect Brunton stated that he would recommend a 5% contingency be included in the project budget. Rhein reviewed the items that had been identified by Councilman Barsness. Eliminating the mezzanine and hose tower would allow the building height to be lower. Wall textures could also be added as an alternate. Pictures of concrete finish that would be used on the building exterior were distributed by Engineer Rhein. Changes to parking areas were previously discussed.

Councilman Barsness felt the three overhead doors were not needed on the east side of the building. He stated that two could be eliminated. Architect Brunton stated that the cost of the overhead doors was approximately $4000 per door. Administrator Vahlsing stated that from a safety standpoint that all the overhead doors shown in the plans should remain.

Further discussion was held on eliminating the mezzanine and hose tower. Brunton stated that the net savings could be $5,000, but there would be additional costs for design changes. Councilman Henke felt eliminating the mezzanine would be a mistake.

Councilman Barsness stated the residents of the City did not want a $3,000,000 Fire Hall. Councilman Henke asked why the project had not been built in the past. Further delays or putting the project off another year would increase the final cost. Councilman Henke stated that he went out in the community and only one person had expressed concern with the project; whereas, many other people were in favor of the project.

Engineer Rhein updated the Council on the status of scheduling for the project.

Administrator Vahlsing discussed comments on the final plans from Councilman Nielsen. He felt that consideration should be given to a steel building and he questioned the need for 8 bays.

Motion by Engel, second by Henke to adjourn work session at 5:10 p.m. Motion Carried 4-0-0

_____ _____

Mark R. Vahlsing, City Administrator Michael Engel, Mayor

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 10th day of May, 2016. The following members were present: Mayor Mike Engel, Council Members, Fred Barsness, Richard Nielsen, Doug Henke and John Mortensen. Also present: Administrator Mark Vahlsing, Engineer Joe Rhein, Attorney Tony Gilchrist, Police Chief Lee Sjolander, Fire Chief John Lee, and Administrative Assistant Pam Blow.

CITIZEN COMMENTS
None

ADOPT AGENDA
Add: / VII / Engineering / B-2 / Resolution 2016-15: A Resolution Approving Plans and Specifications and Authorizing Call for Bids. Motion by Nielsen second by Mortensen to approve the agenda as amended. Motion carried 5-0-0.

CONSENT AGENDA
Motion by Barsness second by Nielsen to approve the Consent Agenda, which includes payment of check numbers, 64725 through 64852; 2557E through 2571E; and additional checks 64853 through 64871. Motion carried 5-0-0.

PRESENTATIONS
Oath of Office for Kenyon Police Officer Alex Rehbein
Chief Sjolander introduced Officer Rehbein, and he read his oath of office.

ENGINEERING
Update on 1st Street Reconstruction Project
According to City Engineer Rhein, the Neighborhood Information meeting was held on April 18th, and the Notice to Proceed was issued to the contractor on April 19th. The main sewer line is in place, and there are three services left to complete as of this date. The contractor hopes to begin staking the street by the end of the week and applying the gravel base. The project is on track to be completed one month ahead of schedule. The contractor has reported a good experience working with the residents in the project area. A construction newsletter was sent to residents in the project area.

Pay Request #1 – Heselton Construction - $56,308.25
Engineer Rhein recommended approval of the pay request, and he stated that 5% of the pay request would be withheld.
Motion by Nielsen, second by Henke to approve the pay request in the amount of $56,308.25. Motion carried 5-0-0.

Update on Fire Facility Project
Further Review of Plans and Specifications
Engineer Rhein reviewed the memo included in the packet with updates on the recent activities for the project. He stated that there was a council work session last Friday to review the project plans and specifications. No major changes were made to the plans as a result of that meeting. Councilman Nielsen asked Councilman Barsness if his and the rest of the council's questions had been addressed. Councilman Barsness commented that he is ready to move forward with the project.

Engineer Rhein commented that he appreciates the work done by the council, and the next step in the process is to identify the alternates that should be included. Rhein cautioned the council to only choose the alternates that would likely be accepted. After further discussion the interior LED lighting was

removed from the alternate list and will be made a part of the base bid. Rhein stated that the payback on LED lighting is seven to eight years. The alternates for the solid surface counter tops, kitchen cabinets and sink were also removed from the list.

The second item that Engineer Rhein mentioned for clarification on the plans is "Unit Price Work." This term refers to the price per foot included in the contract. The east side of the parking lot could be included in the contract as Unit Price Work with no curb, along with the south concrete curb line of the south parking lot. According to Engineer Rhein, City Code requires 31 stalls for public parking, and the current plan has 43 stalls. A reduction to 27 stalls, with 7 stalls on the west side of the building would save $15,000. The northwest corner of the parking lot can be reduced in size. Mayor Engel noted that the reduction in public parking would be a good idea. Councilman Henke commented that having a straight area to drive through (not on a radius) would be preferable, and he would recommend leaving the north parking area as designed currently. Councilmen Nielsen, Barsness and Mortensen agreed with Henke's suggestion. The final listing of options for parking and alternates is listed below in the motion for the project.

Engineer Rhein noted the bid opening could be on June 8, 2016 at 2:00 p.m., and the award could be made at the regular council meeting. Bids will be published in the Rochester and Kenyon newspapers. The official approval by USDA needs to be received before we can award the bid. If the USDA hasn't approved the plans before June 8th, an addendum can be issued to push the bid date back.

Resolution 2016-15: A Resolution Approving Plans and Specifications and Authorizing Call for Bids

Motion by Engel, second by Nielsen to approve Resolution 2016-15 with the following changes:

- Alternate #1 – Exterior wall panel finish;
- Alternate #2 – Flag poles with lighting;
- Alternate #3 – Entrance treatment;
- Alternate #4 – Fully adhered roof system (to be eliminated if there are no insurance advantages in keeping this option);
- LED lighting will be part of the base bid;
- Kitchen cabinets and sink are removed from the plans and specs;
- Laminate counter tops are part of the base bid and there is no alternate for solid counter tops;
- Reduce the south parking lot by 16 stalls and revise the parking lot lighting accordingly, which may result in the removal of one light;
- Unit Price Work will include the south curb of the south parking lot, along with the west side of the parking lot.

Motion carried 5-0-0.

Patching & Overlay Project Quote for Portions of 7th Street and Forest Street

Bituminous Materials submitted a quote for mill and overlay on 7th Street from Red Wing Avenue to Forest Street, along with pavement removal and patching on two intersections. Engineer Rhein recommended approval of the quote. Administrator Vahlsing noted the work could be done at the end of July. Attorney Gilchrist said that because the quote exceeded $25,000, we should get a second quote if possible. Councilman Henke asked if the road condition at 8th Street & Bullis could be reviewed.

Motion by Nielsen, second by Mortensen to table this matter to next month so a second quote can be procured. Motion carried 5-0-0.

Mayor Engel asked if the Pavement Management plan from 2010 is still useful. Administrator Vahlsing noted that most of the projects on that plan have been done. Engineer Rhein will review the 2010 plan to see which projects are left to do and the estimated cost.

2017 Highway 56 Bridge Replacement

According to Administrator Vahlsing, MN DoT plans to replace the bridge in 2017. The bridge will be replaced in stages so that one lane will remain open for access to Trondheim and north Highway 56. A bridge north of Stanton will be done at the same time, so some traffic disruption will occur.

LEGAL

Resolution 2016-14: Resolution Approving Minor Subdivision of Property in the City of Kenyon (Bauernfeind/Engel)

Motion by Nielsen, second by Henke to approve Resolution 2016-14. Motion carried 4-0-0, with Engel abstaining.

VFW Club Liquor License Renewal

Motion by Barsness, second by Mortensen to approve the club license. Motion carried 5-0-0.

OLD BUSINESS

Police Department

Update on Parking in the 600 Block of 2nd Street

Chief Sjolander is recommending that one handicapped stall be created in front of the Papas café, and to have paint striping done for all the parking stalls.

Painting of Parking Stalls, Crosswalks, etc.

Administrator Vahlsing noted that the painting project will be done in the next four to six weeks.

NEW BUSINESS

Resolution 2016-13: Resolution Awarding the Sale of General Obligation Improvement Bonds, Series 2016A, in the Aggregate Principal Amount of $625,000; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment

George Eilertson of Northland Securities noted that this bond sale is for financing of the 1st Street project in the amount of $620,000. The bond would be paid back with special assessments and tax levies. There will be a 20-year repayment on the bond at 2.62% interest. The bonds will be dated June 9, 2016, and that is when the funds will be available. Administrator Vahlsing noted that the interest rate is favorable, and the assessment rate will be 4.4%, which is 1.5% over the City's cost.

Motion by Nielsen, second by Mortensen to approve Resolution 2016-13. Motion carried 5-0-0.

Fire Department

Donate old Turnout Gear to Federal Dam, MN Fire Department

Administrator Vahlsing stated that the Federal Dam, MN Fire Department would be interested in some of the Kenyon Fire Department's old turnout gear. The Council is required to approve donations of City equipment. Fire Chief John Lee noted that the department would keep their newer, unused turnout gear for new firemen until they become certified. At the time of certification, the new firemen will get their own gear.

Motion by Engel, second by Nielsen to approve the donation of the unused turnout gear to the Federal Dam, MN Fire Department. Motion carried 5-0-0.

Jamie Wallaker Retirement

According to Chief Lee, Jamie is moving to Byron.
Motion by Barsness, second by Henke to approve the retirement of Fireman Wallaker. Motion carried 5-0-0.

Approve Memorial Day Parade Permit
Motion by Mortensen, second by Barsness to approve the parade permit. Motion carried 5-0-0.

Approve Hiring of Municipal Swimming Pool Employees
Motion by Nielsen, second by Mortensen to approve the hiring of all the pool employees as listed on the agenda. Motion carried 5-0-0

OTHER BUSINESS
Schedule of Upcoming Meetings
City Council Meeting: Tuesday, June 14th @ 7 p.m.

COUNCIL AND STAFF GENERAL COMMENTS
Mortensen noted that there is hydraulic fluid on Whitetail Lane that is tracking into driveways in the area. Administrator Vahlsing will look into the matter further.

Administrator Vahlsing noted that he will call Councilman Nielsen to review the plans for the fire facility further. Vahlsing also noted that our janitor, Don Skillestad will be retiring in two weeks. Melissa Bartel, who cleans at the Municipal Liquor Store, will be submitting a quote for janitorial services.

Engineer Rhein commented that he appreciates the work on the fire facility project by the council. Mayor Engel noted that he is confident that we will have an efficient Fire Hall.

Attorney Gilchrist extended apologies by Scott Riggs that he was unable to attend the meeting tonight.

Motion Henke, seconded by Nielsen to adjourn the meeting at 8:40 p.m. Motion Carried 5-0-0.

Pam Blow, Administrative Assistant

Michael Engel, Mayor

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MEMORANDUM

Date: June 7, 2016

To: Kenyon City Council
City Administrator Mark Vahlsing

From: City Engineer Joe Rhein

Subject: First Street Project Update

This memo provides a brief update of recent activities on the First Street project.

Summary of Construction Activities

- All utility work is complete.
- Concrete curbing, sidewalk, and driveway aprons were begun the week of May 30th and will be completed the week of June 6th. This includes the alternate segment of sidewalk from Spring Street to Depot Park.
- Gravel base work for the street is being completed the week of June 6th.
- Paving the first layer of bituminous surfacing (2" thick) is scheduled during the week of June 13th, likely on June 16th or 17th.
- Boulevard sodding will be done after the first layer of bituminous surfacing has been placed.
- Paving the second layer of bituminous surfacing (1.5" thick) will be done once the sodding is complete. It is anticipated paving of the second layer may occur by the end of June.

Project Newsletter

- A project construction newsletter was prepared June 7th. It was mailed to all project properties and was also posted on the project website.
- A copy of the June 7th newsletter is included with this memo for reference.

Payment Request

- The second payment request for the contractor has been prepared and is provided to the City Council for consideration at the June 14th meeting. The amount of the request is $161,188.61.

We will be present at the City Council meeting on June 14th to review this information. If discussion is desired in advance of the meeting, please contact me at 651-968-7384 or joerh@bolton-menk.com.

Issue No. 2
June 7, 2016

2016 Street Improvement Project Newsletter

Construction includes:

- *Tree Removal*
- *Pavement Removals*
- *Sanitary sewer collection system and service lines*
- *New water main*
- *Street construction*
- *Driveway and turf restoration*
- *Contract completion date: July 29th*

Bolton & Menk, Inc.
Joe Rhein, PE
City Engineer
Cell Phone: 651-968-7384
E-mail: joerh@bolton-menk.com

Bryan Holtz
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Russ Morsching
Construction Representative
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E-mail: russmo@bolton-menk.com

CONSTRUCTION OPERATIONS

Heselton Construction has completed all underground utilities, concrete curb and gutter, concrete sidewalk and driveways.

UPCOMING CONSTRUCTION OPERATIONS

- Gravel base for the street is underway and should be completed during the week of June 6th.
- Placing the first layer of bituminous pavement is currently scheduled during the week of June 13th.
- Boulevard sodding will be done after the first layer of bituminous pavement is completed. The sodding is anticipated to start the week of June 20th.
- The second (final) layer of bituminous pavement will be placed after sodding is completed. The paving is anticipated to occur during the week of June 27th.

CONTACTS

Informational newsletters, such as this one, will be mailed to you periodically throughout the project. If you have questions or concerns at any time, please contact Bryan Holtz or Russ Morsching at the phone numbers or email addresses listed to the left.

PROJECT WEBSITE

This newsletter will also be uploaded to the project website which you will be able to access by using this link:

https://www.bolton-menk.com/kenyonfirststreet

If you prefer to receive these newsletters and updates by e-mail, you can sign up on the project website.

Thank you for your patience and cooperation during the construction!

CONTRACTOR'S PAY REQUEST **FIRST STREET IMPROVEMENT PROJECT** **CITY OF KENYON, MN** **BMI PROJECT NO. N15.109279**	**DISTRIBUTION:** CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$430,659.69
TOTAL, COMPLETED WORK TO DATE	$228,944.07
TOTAL, STORED MATERIALS TO DATE	$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	$228,944.07
RETAINED PERCENTAGE (5%)	$11,447.20
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$217,496.86
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$56,308.25
PAY CONTRACTOR AS ESTIMATE NO. 2	$161,188.61

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Heselton Construction, LLC
680 N.W. 24th Street
Faribault, MN 55021

By _____
Name Title

Date _____

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 1960 PREMIER DRIVE, MANKATO, MN 56001.

By _____, CITY ENGINEER

Date _____

APPROVED FOR PAYMENT:
OWNER:

By _____
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.: 2

FIRST STREET IMPROVEMENT PROJECT
CITY OF KENYON, MN
BMI PROJECT NO. N15.109279
WORK COMPLETED THROUGH 5/26/2016

ITEM NO.	ITEM	UNIT PRICE	AS BID ESTIMATED QUANTITY		AS BID ESTIMATED AMOUNT	PREVIOUS ESTIMATE ESTIMATED QUANTITY		PREVIOUS ESTIMATE ESTIMATED AMOUNT	COMPLETED TO DATE ESTIMATED QUANTITY		COMPLETED TO DATE ESTIMATED AMOUNT
PART 1 - SANITARY SEWER											
1	MOBILIZATION	$6,000.00	1	LS	$6,000.00	0.25	LS	$1,500.00	0.75	LS	$4,500.00
2	TRAFFIC CONTROL	$3,620.00	1	LS	$3,620.00	0.25	LS	$905.00	0.75	LS	$2,715.00
3	TEMPORARY ROCK CONSTRUCTION ENTRANCE	$725.00	1	EA	$725.00	0	EA	$0.00	1.00	EA	$725.00
4	CLEARING & GRUBBING	$540.00	6	TREE	$3,240.00	14	TREE	$7,560.00	14.00	TREE	$7,560.00
5	REMOVE SEWER PIPE (SANITARY)	$3.50	72	LF	$252.00	67	LF	$234.50	99.00	LF	$346.50
6	REMOVE MANHOLE	$310.00	3	EA	$930.00	0	EA	$0.00	3.00	EA	$930.00
7	SANITARY SEWER BYPASS	$2,245.00	1	LS	$2,245.00	0.5	LS	$1,122.50	1.00	LS	$2,245.00
8	CONNECT TO EXISTING SANITARY PIPE	$640.00	4	EA	$2,560.00	3	EA	$1,920.00	4.00	EA	$2,560.00
9	CONNECT TO EXISTING SEWER SERVICE	$115.00	21	EA	$2,415.00	1	EA	$115.00	9.00	EA	$1,035.00
10	4" SDR-26 SANITARY SEWER SERVICE	$34.00	703	LF	$23,902.00	51	LF	$1,734.00	648.60	LF	$22,052.40
11	8" SDR-35 SANITARY SEWER PIPE	$25.00	965	LF	$24,125.00	612	LF	$15,300.00	1,005.00	LF	$25,125.00
12	12" SDR-35 SANITARY SEWER PIPE	$44.50	72	LF	$3,204.00	109	LF	$4,850.50	145.00	LF	$6,452.50
13	IMPROVED PIPE FOUNDATION	$2.80	1740	LF	$4,872.00	721	LF	$2,018.80	721.00	LF	$2,018.80
14	8"x4" SDR-26 SANITARY SEWER WYE	$144.00	21	EA	$3,024.00	6	EA	$864.00	17.00	EA	$2,448.00
15	CONSTRUCT MANHOLE - 48"	$1,725.00	4	EA	$6,900.00	0	EA	$0.00	0.00	EA	$0.00
16	CONSTRUCT MANHOLE OVER EXISTING PIPE - 48"	$2,035.00	2	EA	$4,070.00	0	EA	$0.00	2.00	EA	$4,070.00
17	CASTING ASSEMBLY, SANITARY	$555.00	6	EA	$3,330.00	3	EA	$1,665.00	6.00	EA	$3,330.00
18	EXPLORATORY EXCAVATION	$250.00	20	HR	$5,000.00	0	HR	$0.00	6.00	HR	$1,500.00
PART 2 - WATER SYSTEM											
19	CONNECT TO EXISTING WATER MAIN - 6"	$721.00	2	EA	$1,442.00	0	EA	$0.00	2.00	EA	$1,442.00
20	CONNECT TO EXISTING WATER MAIN - 2"	$840.00	1	EA	$840.00	0	EA	$0.00	1.00	EA	$840.00
21	REMOVE WATER MAIN PIPE	$5.85	10	LF	$58.50	0	LF	$0.00	5.00	LF	$29.25
22	6" DIP WATERMAIN, CL. 52	$55.25	66	LF	$3,646.50	0	LF	$0.00	62.00	LF	$3,425.50
23	WATERMAIN OFFSET	$113.30	40	LF	$4,532.00	0	LF	$0.00	0.00	LF	$0.00
24	6" GATE VALVE & BOX	$1,362.00	1	EA	$1,362.00	0	EA	$0.00	1.00	EA	$1,362.00
25	WATERMAIN FITTINGS	$7.85	245	LB	$1,923.25	0	LB	$0.00	245.00	LB	$1,923.25
26	CUT IN 6" X 6" CROSS	$1,600.00	1	EA	$1,600.00	0	EA	$0.00	1.00	EA	$1,600.00
27	2" CORPORATION STOP	$505.00	1	EA	$505.00	0	EA	$0.00	1.00	EA	$505.00
28	2" WATER SERVICE	$42.00	45	LF	$1,890.00	0	LF	$0.00	35.00	LF	$1,470.00
29	ADJUST VALVE BOX	$160.00	2	EA	$320.00	0	EA	$0.00	2.00	EA	$320.00
PART 3 - STORM SEWER											
30	REMOVE SEWER PIPE (STORM)	$8.50	146	LF	$1,241.00	0	LF	$0.00	113.00	LF	$960.50
31	REMOVE MANHOLE (STORM)	$285.00	1	EA	$285.00	0	EA	$0.00	1.00	EA	$285.00
32	REMOVE CATCH BASIN	$285.00	4	EA	$1,140.00	0	EA	$0.00	4.00	EA	$1,140.00
33	12" RCP STORM SEWER, CLASS 5	$41.25	78	LF	$3,217.50	0	LF	$0.00	72.00	LF	$2,970.00
34	15" RCP STORM SEWER, CLASS 5	$42.50	10	LF	$425.00	0	LF	$0.00	10.00	LF	$425.00
35	18" RCP STORM SEWER, CLASS 5	$44.90	29	LF	$1,302.10	0	LF	$0.00	18.00	LF	$808.20
36	30" RCP STORM SEWER, CLASS 3	$61.70	20	LF	$1,234.00	0	LF	$0.00	0.00	LF	$0.00
37	4" DRAINTILE	$18.00	40	LF	$720.00	0	LF	$0.00	50.00	LF	$900.00
38	ADJUST CATCH BASIN CASTING	$200.00	3	EA	$600.00	0	EA	$0.00	5.00	EA	$1,000.00
39	ADJUST FRAME & RING CASTING	$305.00	1	EA	$305.00	0	EA	$0.00	0.00	EA	$0.00
40	CONNECT TO EXISTING STORM PIPE	$715.00	4	EA	$2,860.00	0	EA	$0.00	4.00	EA	$2,860.00
41	CONNECT DRAIN TILE TO CATCH BASIN	$310.00	4	EA	$1,240.00	0	EA	$0.00	2.00	EA	$620.00
42	CONST DRAINAGE STRUCTURE DES. 4020-60"	$1,995.00	1	EA	$1,995.00	0	EA	$0.00	1.00	EA	$1,995.00
43	CONST DRAINAGE STRUCTURE DES. R-1 (2'X3')	$1,045.00	2	EA	$2,090.00	0	EA	$0.00	2.00	EA	$2,090.00
44	CASTING ASSEMBLY, STORM	$655.00	3	EA	$1,965.00	0	EA	$0.00	3.00	EA	$1,965.00
PART 4 - STREET IMPROVEMENTS											
45	REMOVE BITUMINOUS	$2.20	5242	SY	$11,532.40	4933	SY	$10,852.60	4,933.00	SY	$10,852.60
46	REMOVE CURB & GUTTER	$2.60	2675	LF	$6,955.00	2752	LF	$7,155.20	2,752.00	LF	$7,155.20

Partial Pay Estimate No.: 2

FIRST STREET IMPROVEMENT PROJECT
CITY OF KENYON, MN
BMI PROJECT NO. N15.109279
WORK COMPLETED THROUGH 5/26/2016

ITEM NO.	ITEM	UNIT PRICE	AS BID ESTIMATED QUANTITY		AS BID ESTIMATED AMOUNT	PREVIOUS ESTIMATE ESTIMATED QUANTITY		PREVIOUS ESTIMATE ESTIMATED AMOUNT	COMPLETED TO DATE ESTIMATED QUANTITY		COMPLETED TO DATE ESTIMATED AMOUNT
47	REMOVE CONCRETE DRIVEWAY PAVEMENT	$7.60	77	SY	$585.20	87.7	SY	$666.52	87.70	SY	$666.52
48	REMOVE CONCRETE WALK	$0.67	3817	SF	$2,557.39	1206.3	SF	$808.22	3,427.30	SF	$2,296.29
49	SAWING BITUMINOUS PAVEMENT	$2.25	237	LF	$533.25	0	LF	$0.00	85.00	LF	$191.25
50	SAWING CONCRETE PAVEMENT	$3.50	265	LF	$927.50	0	LF	$0.00	60.00	LF	$210.00
51	COMMON EXCAVATION (EV) (P)	$10.80	2330	CY	$25,164.00	0	CY	$0.00	0.00	CY	$0.00
52	SUBGRADE EXCAVATION (EV)	$6.90	233	CY	$1,607.70	0	CY	$0.00	0.00	CY	$0.00
53	GEOTEXTILE FABRIC	$1.15	6381	SY	$7,338.15	0	SY	$0.00	6,344.00	SY	$7,295.60
54	TOPSOIL BORROW (LV)	$24.45	100	CY	$2,445.00	0	CY	$0.00	0.00	CY	$0.00
55	AGGREGATE BASE CL 5	$11.35	3288	TON	$37,318.80	0	TON	$0.00	3,069.19	TON	$34,835.31
56	STABILIZING AGGREGATE	$14.60	420	TON	$6,132.00	0	TON	$0.00	0.00	TON	$0.00
57	CONCRETE DRIVEWAY PAVEMENT (6")	$58.15	108	SY	$6,280.20	0	SY	$0.00	0.00	SY	$0.00
58	CONCRETE DRIVEWAY PAVEMENT (8")	$71.00	16	SY	$1,136.00	0	SY	$0.00	0.00	SY	$0.00
59	CONCRETE CURB & GUTTER, DES. B624	$15.20	2688	LF	$40,857.60	0	LF	$0.00	2,762.00	LF	$41,982.40
60	TYPE SP 9.5 WEARING COURSE (SECOND LIFT)	$59.00	479	TON	$28,261.00	0	TON	$0.00	0.00	TON	$0.00
61	TYPE SP 9.5 WEARING COURSE (FIRST LIFT)	$59.00	640	TON	$37,760.00	0	TON	$0.00	0.00	TON	$0.00
62	BITUMINOUS TACK COAT	$2.20	264	GAL	$580.80	0	GAL	$0.00	0.00	GAL	$0.00
63	4" CONCRETE WALK	$5.10	3148	SF	$16,054.80	0	SF	$0.00	0.00	SF	$0.00
64	6" CONCRETE WALK	$9.70	748	SF	$7,255.60	0	SF	$0.00	0.00	SF	$0.00
65	TRUNCATED DOMES	$34.55	112	SF	$3,869.60	0	SF	$0.00	0.00	SF	$0.00
66	INLET PROTECTION	$154.00	9	EA	$1,386.00	0	EA	$0.00	10.00	EA	$1,540.00
67	SODDING, TYPE LAWN	$6.05	3410	SY	$20,630.50	0	SY	$0.00	0.00	SY	$0.00
68	SILT FENCE	$3.25	273	LF	$887.25	0	LF	$0.00	0.00	LF	$0.00
69	RAPID STABILIZATION METHOD 3	$1.65	1450	SY	$2,392.50	0	SY	$0.00	0.00	SY	$0.00
70	STREET SWEEPER	$137.00	20	HR	$2,740.00	0	HR	$0.00	10.00	HR	$1,370.00
71	WATER FOR DUST CONTROL	$47.00	10	MGAL	$470.00	0	MGAL	$0.00	0.00	MGAL	$0.00
72	SALVAGE AND REINSTALL STREET SIGN	$215.00	10	EA	$2,150.00	0	EA	$0.00	0.00	EA	$0.00
ALTERNATE BID A											
A-1	REMOVE CONCRETE DRIVEWAY PAVEMENT	$8.30	21	SY	$174.30	0	SY	$0.00	0.00	SY	$0.00
A-2	REMOVE CONCRETE WALK	$0.80	175	SF	$140.00	0	SF	$0.00	0.00	SF	$0.00
A-3	COMMON EXCAVATION (P)	$12.30	57	CY	$701.10	0	CY	$0.00	0.00	CY	$0.00
A-4	AGGREGATE BASE CL 5	$13.80	51	TON	$703.80	0	TON	$0.00	0.00	TON	$0.00
A-5	CONCRETE DRIVEWAY PAVEMENT (6")	$58.15	36	SY	$2,093.40	0	SY	$0.00	0.00	SY	$0.00
A-6	CONCRETE DRIVEWAY PAVEMENT (8")	$71.00	22	SY	$1,562.00	0	SY	$0.00	0.00	SY	$0.00
A-7	4" CONCRETE WALK	$5.80	1780	SF	$10,324.00	0	SF	$0.00	0.00	SF	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
0	0	$0.00	0	0	$0.00	0	0	$0.00	0.00	0	$0.00
	TOTAL AMOUNT:				**$430,659.69**			**$59,271.84**			**$228,944.07**

RESOLUTION NO. 2016-16
CITY OF KENYON
COUNTY OF GOODHUE
STATE OF MINNESOTA

RESOLUTION ACCEPTING BID FOR THE FIRE FACILITY CONSTRUCTION PROJECT

WHEREAS, pursuant to advertisement for bids for the construction of a Fire Facility were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

	Contractor	***Total Base Bid***
Low	Mohs Construction	$2,089,000
#2	Schwab, LLC	$2,110,000
#3	JD Driver LTD	$2,125,000
#4	Professional Contractors (Procon)	$2,147,569
#5	Olympic Builders General Contractors	$2,154,454
#6	RAM General	$2,162,000
#7	Kraus Anderson	$2,186,923
#8	Met Con Construction, Inc.	$2,188,000
#9	Healy Construction	$2,192,700
#10	ECCO Construction	$2,229,000
#11	Rocon, Inc.	$2,280,000
#12	Ebert Construction	$2,297,000

WHEREAS, it appears that Mohs Construction is the lowest responsible bidder, and;

WHEREAS, Mohs Construction submitted a bid for the following alternates:
Alternate No. 1 (Flagpoles) for the sum of $12,400
Alternate No. 2 (Entrance) for the sum of $118,750
Alternate No. 4 (Roof) for the sum of $12,500
Alternate No. 6 (Panels) for the sum of ($15,700) and;

NOW THEREFORE, BE IT RESOLVED by the city council of the City of Kenyon, that:

1. The recitals set forth above are incorporated into this Resolution as if fully set forth herein.

2. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Mohs Construction in the name of the City of Kenyon for the Fire Facility Construction Project, including Alternate No. _____ in the amount of $_____, according to the plans and specifications therefore approved by the City Council on file in the office of the City Administrator.

DRAFT

3. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits shall be retained until a contract has been signed.

4. The Mayor, City Administrator, City staff and City consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Adopted this 14th day of June, 2016.

_____

Michael Engel, Mayor

ATTEST:

_____

Mark Vahlsing, City Administrator

DRAFT

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: June 14, 2016

To: Kenyon City Council
City Administrator Mark Vahlsing

From: City Engineer Joe Rhein

Subject: Street Overlay and Patching
Review of Quotes

The City of Kenyon has received quotes for proposed street overlay and patching to be done in 2016. Two quotes for the work have been obtained:

- LaCanne Paving LLC
- Bituminous Materials LLC

A copy of each quote is included with this memo for reference.

The proposed work is consists of two main activities – mill & overlay, and patching. We have reviewed the quotes and offer the following comments:

Scope of Work

Mill and Overlay

- The area proposed for mill and overlay includes the block of Forest Street from 6th Street to 5th Street, and approximately half the block of 7th Street from Redwing Avenue to Forest Street.
- The thickness of the proposed mill and overlay is 1-1/2 inches.
- The areas identified for mill and overlay on each quote is as follows:
  - LaCanne Paving LLC 3,875 square yards (SY)
  - Bituminous Materials LLC 3,965 square yards (SY)
  - Difference in area between quotes: 90 SY, or approximately 2.3%.

Patching

- Patching of deteriorated and/or broken asphalt is proposed on the area of 7th Street near Forest Street, as well as near the intersection of 7th Street and Spring Street.
- The thickness proposed for patching on each quote is as follows:
  - LaCanne Paving LLC 5", placed in two lifts.
  - Bituminous Materials LLC 4", placed in two lifts.
  - Our opinion is a total thickness of 4" would be adequate.
- The areas identified for patching on each quote vary, and are summarized as follows:
  - LaCanne Paving LLC:
    - 7th Street and Forest Street: 284 SY
    - 7th Street and Spring Street: 64 SY
    - Total 348 SY
  - Bituminous Materials LLC:
    - 7th Street and Forest Street: 69 SY
    - 7th Street and Spring Street: 84 SY
    - Total 155 SY
  - Our recommendation is City Staff be given the authority to designate the limits for patching prior to the start of construction.
- The quote from Bituminous Materials LLC also includes a unit price for optional subgrade correction work, as a contingency.
  - It is anticipated that a price for similar work could be requested from LaCanne Paving LLC on a time and material basis during construction, even though such a price is not stated in their quote.

Comparison of Quotes

Scope of Work

- The scope of work stated in each quote appears reasonable and appropriate for the work.
- Although some variations exist between the quotes, our opinion is they are similar enough allow comparison and to be used for the purpose of selecting a contractor for the proposed work.

- Some clarifications and conditions may be needed depending upon the quote selected.

Comparison of Costs between Quotes

- LaCanne Paving LLC:
  - The quote provided by LaCanne Paving LLC gave the cost broken down by location. A summary follows:

Forest St. between 5th and 6th (mill & overlay)	$ 22,675.00
7th St. between Red Wing and Forest (mill & overlay and patching)	$ 23,925.00
7th Street and Spring Street (patching)	$ 4,450.00
Total Quote – LaCanne Paving LLC	**$ 51,050.00**

- Bituminous Materials LLC
  - The quote provided by Bituminous Materials LLC gave the cost broken down by type of work. A summary is given below.
    - Note: To account for the discrepancy in patching area between this quote and the quote from LaCanne Paving LLC, an adjustment factor will be included to extrapolate the price for purpose of comparison.

Mill and Overlay: Forest St. between 5th and 6th; and 7th St. between Red Wing and Forest	$ 32,358.50
Patching: 7th St. at Forest; and 7th St. at Spring	$ 4,600.00
Subtotal	$ 36,958.50
Adjustment: Additional Patching Area	$ 5,727.74
Adjusted Total Quote – Bituminous Materials LLC	**$ 42,686.24**

- Based on the preceding comparison, the quote from Bituminous Materials LLC is found to be favorable to the quote from LaCanne Paving LLC, even with an adjustment to account for the discrepancy between the quotes in patching area.
    - It is noted the patching thickness on the LaCanne Paving LLC quote is 5", in comparison to 4" on the Bituminous Material LLC quote. However, our opinion is the value of that patching thickness would not be enough to overcome the price difference illustrated by the price comparison in this memo.
    - It is further noted that subgrade correction is not included in the preceding price summary for either quote. Subgrade correction, if used during the work, would be an optional contingency.
- The cost for mill and overlay quoted by Bituminous Materials LLC, in terms of cost per Square Yard (SY), is lower than the actual cost per SY for similar mill and overlay work performed by Bituminous Materials LLC in Kenyon during 2015.
- The cost for both mill and overlay and patching quoted by Bituminous Materials LLC, in terms of cost per Square Yard (SY), is lower than our Engineer's Estimate for the work.

Conclusion

Kenyon has obtained two quotes for mill and overlay and patching work proposed on City streets during 2016. Both quotes seem appropriate for the work. A comparison indicates the quote from Bituminous Materials LLC is favorable. The costs quoted by Bituminous Materials LLC are also lower, on a unit basis, than similar work performed in 2015 and the Engineer's Estimate.

Based on our review of the quotes received, our recommendation would be as follows:

- The City of Kenyon accept the quote from Bituminous Materials LLC, dated 4-29-2016, in the amount of $32,358.50 for mill and overlay and $4,600.00 for patching, equaling a subtotal of $36,958.50; with the ability for City Staff to authorize up to $6,000 of additional patching, and up to $2,000 of subgrade correction, based on the observed during construction. Total of all work not to exceed $45,000.

We will be in attendance at the June 14th City Council meeting. Please contact me if you have any questions regarding this memo or if you wish to discuss this matter prior to the meeting.

Attachment: *Bituminous Materials LLC quote dated 4-29-16 (1 page)*
LaCanne Paving LLC quote dated 5-23-16 (3 pages)

BITUMINOUS MATERIALS, LLC
680 N.W. 24TH ST.
P.O. BOX 246 • FARIBAULT, MN 55021
TELEPHONE (507) 334-5155
PLANT 4: FARIBAULT, MN • (507) 334-1073

ESTIMATE & AGREEMENT

DATE: **04-29-2016**

TO: **City of Kenyon**
Attn: Steve Baalson

BID: We hereby propose to furnish material and labor to complete the work outlined herein for the sum of:

As Stated Below Dollars
(**$**) Payment to be made as follows

Net 30 from Billing Date

We hereby submit specifications and bid for: **Roadway Patching & Overlay Paving**

Project Location: Half of 7th Street (Redwing to Forest) and Forest Ave (6th Street to 5th Street)

Mill street ends, curb edges and intersection transitions for 1.5" lift of SP wear mix. Millings go to City of Kenyon. Adjust manhole castings and gate valve tops with ring risers. Clean streets, apply tack coat and pave with SP 12.5 (2, B) wearing course mix. 1.5" compacted thickness. Approx. 3,965 SY. $32,358.50

Pricing Breakdown:

- **Milling/Cleaning/ Paving: $7.90 SY**
- **Manhole Ring Risers: $200.00 EA (2 Found)**
- **Gate Valve Ring Risers: $95.00 EA (3 Found)**
- **Traffic Control: $350.00 LS**

Street Patching: Remove and dispose of deteriorated asphalt. Shape existing aggregate base and pave with 4.0" of SP 12.5 wearing course mix 2,B in two lifts. Approx. 155 SY. $4,600.00

Locations:

- **7th & Forest. Approx. 69 SY**
- **7th & Spring. Approx. 86 SY**

Contingency for Soil Correction (to be approved by owner): Excavate and dispose of approx. 8" of unsuitable base material. Haul, place, shape and compact approx. 6" of Class 7 aggregate base material. Add $12.15 SY as needed. Anticipated Area: Approx. 155 SY

CONTRACTOR'S GUARANTEE

We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat, workmanlike manner. Any variations from plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements made with our workmen are not recognized.

DATE **04-29-2016** SIGNED P. Hess

ACCEPTANCE OF BID

The above specifications, terms and contract are satisfactory, and (I) (we) hereby authorize the performance of this work.

DATE:

SIGNED

THIS CONTRACT IS VOID 30 DAYS FROM DATE UNLESS ORIGINAL IS SIGNED AND RETURNED TO BIDDER

WE COMPLY WITH ALL WORKMAN'S COMPENSATION & PROPERTY DAMAGE LIABILITY INSURANCE LAWS.

Removal • Paving
Sealcoating • Crack Filling

LaCanne Paving L.L.C.

P.O. Box 325 • Morristown, MN 55052 • Fax: 507-685-2491
www.lacannepaving.com • Email: lacannepaving@bevcomm.net

507-685-2424

PROPOSAL

№ 8573

Date 5-23-16

Sheet No. 2

Proposal Submitted to: STEVE

Name KENYON WATER Works
Street 709 2nd ST
City KENYON Zip 55946
Phone 507-789-5913
Fax # Cell

Work To Be Performed at:

Street Spring ST and 7th END PATCH
City KENYON State MN
Contact Person STEVE
Phone # 507-789-5913

We hereby propose to furnish the materials stated in the Proposal and perform the labor necessary for the completion of your project.

PATCHING

1. we will cut out a 32'x18' area of Broken asphalt and haul away
2. haul in one load of class #5 material for base
3. shape and compact base material for paving
4. pave with 2½" of base coat asphalt and 2½" of wear coat asphalt total 5"

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Four Thousand Four Hundred FIFTY Dollars ($ 4,450.00).

with payments to be made as follows: ☐ Half Down, Half When Finished ...OR ☒ Full Payment Upon Completion 10% discount applied

Respectfully submitted [signature] Per [signature]

Note: This Proposal may be withdrawn by us if not accepted within 30 days.

Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimated. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurance upon above work. We are limited liability company and meet all requirements.

NOTICE OF RIGHT TO LIEN

"THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW IN CONNECTION WITH THE IMPROVEMENT TO YOUR PROPERTY. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. WE, LACANNE PAVING, LLC, PO BOX 325, MORRISTOWN, MN 55052 HAVE BEEN HIRED BY YOU OR YOUR CONTRACTOR TO PROVIDE MATERIAL AND LABOR FOR THIS IMPROVEMENT. IF WE ARE NOT PAID BY YOU OR YOUR CONTRACTOR, WE CAN FILE A CLAIM AGAINST YOUR PROPERTY FOR THE PRICE OF OUR SERVICES. YOU HAVE THE RIGHT TO PAY US DIRECTLY AND DEDUCT THIS AMOUNT FROM THE CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE US FROM YOUR CONTRACTOR UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS YOUR CONTRACTOR GIVES YOU A LIEN WAIVER SIGNED BY ME (US). WE MAY NOT FILE A LIEN IF YOU PAID YOUR CONTRACTOR IN FULL BEFORE RECEIVING THIS NOTICE."

GUARANTY

In consideration of credit already given or which may hereafter be given to _____, hereinafter called **DEBTOR,** and at the special instance and request of **LACANNE PAVING, LLC.** a Minnesota corporation, hereinafter referred to as **SECURED PARTY,** the undersigned hereby unconditionally guarantees the prompt payment when due, whether at the maturity date or dates specified therein or theretofore upon acceleration of maturity pursuant to the provisions thereof, of all sums owing by **DEBTOR** to **SECURED PARTY,** including both principal and interest together with any and all expenses of and incidental to collection, including attorney's fees. This Guaranty is particularly intended to pertain to, and shall pertain to, but is not limited to, all blacktopping and related work performed by, or to be performed by, **SECURED PARTY** for or at **DEBTOR'S** request.

This Guaranty is an absolute and complete one and shall be a continuing one and no notice of any indebtedness already or hereafter contracted or acquired by **SECURED PARTY,** or of any renewal or extension of any part of portion thereof, need be given to the undersigned.The undersigned hereby expressly waives demand, presentment, protest and notice of dishonor on any and all forms of such indebtedness and also notice of acceptance of this Guaranty.

The undersigned agrees that this guaranty shall continue in effect not withstanding that from time to time no indebtedness from **DEBTOR** to **SECURED PARTY** may exist. The undersigned hereby subordinates in favor of **SECURED PARTY** the undersigned's claim against **DEBTOR** or in or to any property of **DEBTOR** .

This Guaranty shall remain in full force and effect until retracted in writing by the undersigned, such retraction to be effective when personally delivered to **SECURED PARTY** at **SECURED PARTY'S** business office, provided, however, that no such retraction shall be effective for any indebtedness then owing by **DEBTOR** to **SECURED PARTY** or that **SECURED PARTY** has already contracted to perform because of a request for the performance of the same previously made by **DEBTOR.**

This Guaranty shall be binding upon the undersigned in a joint and several capacity and upon the undersigned's heirs, legal representatives, successors and assigns, and shall inure to the benefit of Secured Party and Secured Party's heirs, legal representatives, successors and assigns.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature of Individual Guarantor Date Individual Guarantor's printed name

Removal • Paving
Sealcoating • Crack Filling

LaCanne Paving L.L.C.

P.O. Box 325 • Morristown, MN 55052 • Fax: 507-685-2491
www.lacannepaving.com • Email: lacannepaving@bevcomm.net
507-685-2424

PROPOSAL

№ 8575

Date 5-23-16

Sheet No. 4

Proposal Submitted to: STEVE

Name KENYON WATER WORKS
Street 709 2nd ST
City KENYON Zip 55946
Phone 507-789-5913
Fax # Cell

Work To Be Performed at:

Street FOREST STREET BETWEEN 6TH + 5TH
City KENYON State MN
Contact Person STEVE
Phone # 507-789-5913

We hereby propose to furnish the materials stated in the Proposal and perform the labor necessary for the completion of your project.

OVERLAY 1. we will Tapen mill out 6' from concrete curb
2. RAISE Two man Holes and 3 utility's to make Flush with overlay
3. Apply A Tack coat To street Before overlay
4. Pave with 1½" of wear coat asphalt mix
5 Job is figured at approx 24,800 sqFT

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:
Twenty Two Thousand Six Hundred Seventy Five Dollars ($ 22,675.00)
with payments to be made as follows: ☐ Half Down, Half When Finished ...OR ☒ Full Payment Upon Completion
10% discount applied

Respectfully submitted [signature] Per [signature]

Note: This Proposal may be withdrawn by us if not accepted within 30 days.

Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimated. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurance upon above work. We are limited liability company and meet all requirements.

NOTICE OF RIGHT TO LIEN

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ACCEPTANCE OF PROPOSAL

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Signature of Individual Guarantor Date Individual Guarantor's printed name

Removal • Paving
Sealcoating • Crack Filling

LaCanne Paving L.L.C.

P.O. Box 325 • Morristown, MN 55052 • Fax: 507-685-2491
www.lacannepaving.com • Email: lacannepaving@bevcomm.net

507-685-2424

PROPOSAL

№ 8574

Date 5-23-16

Sheet No. 3

Proposal Submitted to: STEVE

Name KENYON WATER WORKS
Street 709 2nd ST
City KENYON Zip 55946
Phone 507-789-5913
Fax # Cell

Work To Be Performed at:

Street 7th Between Redwing - Forest
City KENYON State MN
Contact Person STEVE
Phone # 507-789-5913

We hereby propose to furnish the materials stated in the Proposal and perform the labor necessary for the completion of your project.

PATCH - OVERLAY
1. we will cut out the 32'x80' AREA of Broken asphalt and Haul away
2. Haul in Two Loads of Class #5 For Base material, Shape and compact Base material For paving
3. pave with 2½" of Base and 3½" of wear
4. Taper mill out each side of street from curb 235'
5 Apply - Tack coat To street Before overlay
6. pave street 33'x315' with 1½" of wear coat asphalt
7. Solid figured at approx 10,080 sq FT

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Twenty Three Thousand Nine Hundred Twenty Five Dollars ($ 23,925.00)

with payments to be made as follows: ☐ Half Down, Half When Finished ...OR ☐ Full Payment Upon Completion 10% discount applied

Respectfully submitted [signature] Per [signature]

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ACCEPTANCE OF PROPOSAL

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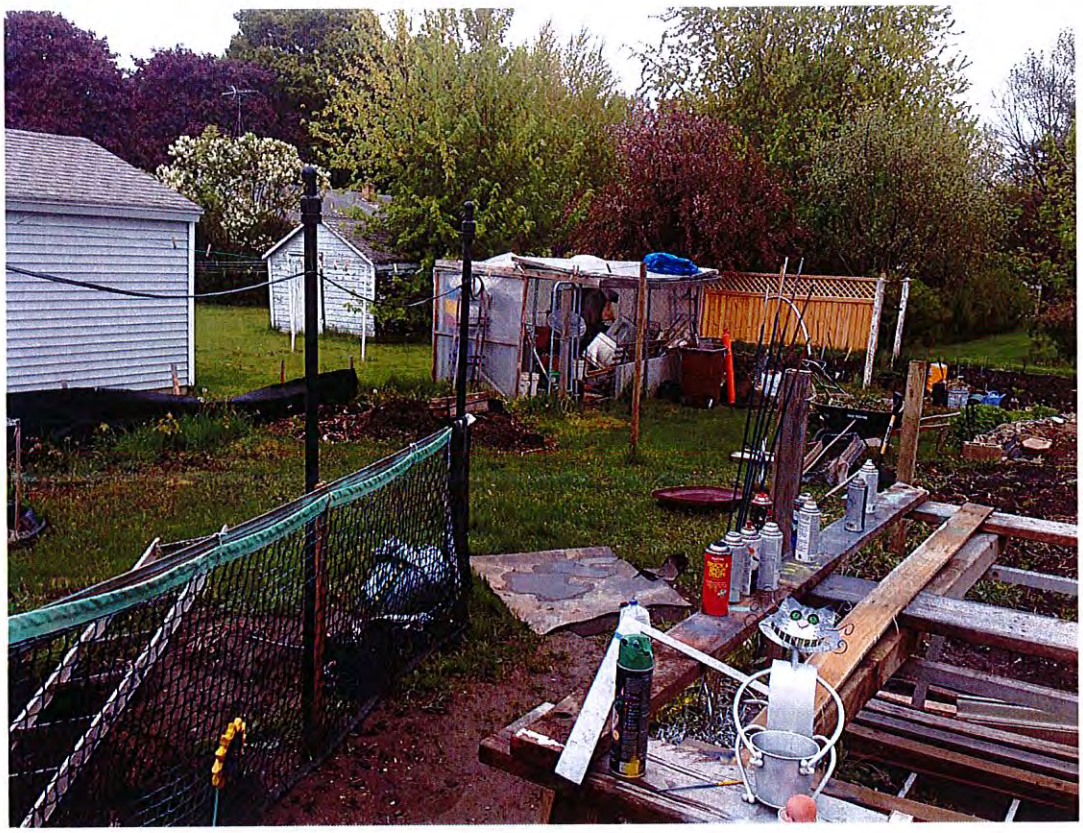
Signature of Individual Guarantor Date Individual Guarantor's printed name

411 BULLIS ST.

411 BULLIS ST.

411 BULLIS ST.



411 BULLIS ST.

411 BULLIS ST.

411 BULLIS ST.

May 24, 2016

City of Kenyon

709 2nd Street

Kenyon, MN 55946

To Whom It May Concern:

My name is Joe Kidder and I own the apartment building at 730 2nd Street in Kenyon. I am refinancing the building and upon meeting with the appraiser, discovered that the parking lot my tenants park in is owned by the city of Kenyon. There is also an alley separating my parcel from the city owned parking lot. I have enclosed a copy of the documents showing the plats of the parcels involved for your review.

I would like to be able to secure a place for my tenants to park and would like you to consider either a lease agreement for use of the lot or consolidate the 3 lots (my building's lot, alley and parking lot) into one parcel. I feel it is vital to have off street parking for my tenants and would like something in writing to secure that for them. I also don't want lack of documentation regarding off street parking and ability to use the parcels behind me to hurt the value of my building.

Can you please add this issue to the agenda for your June board meeting or have someone contact me regarding this? My phone number is 715-645-0519.

Thanks so much for your time~

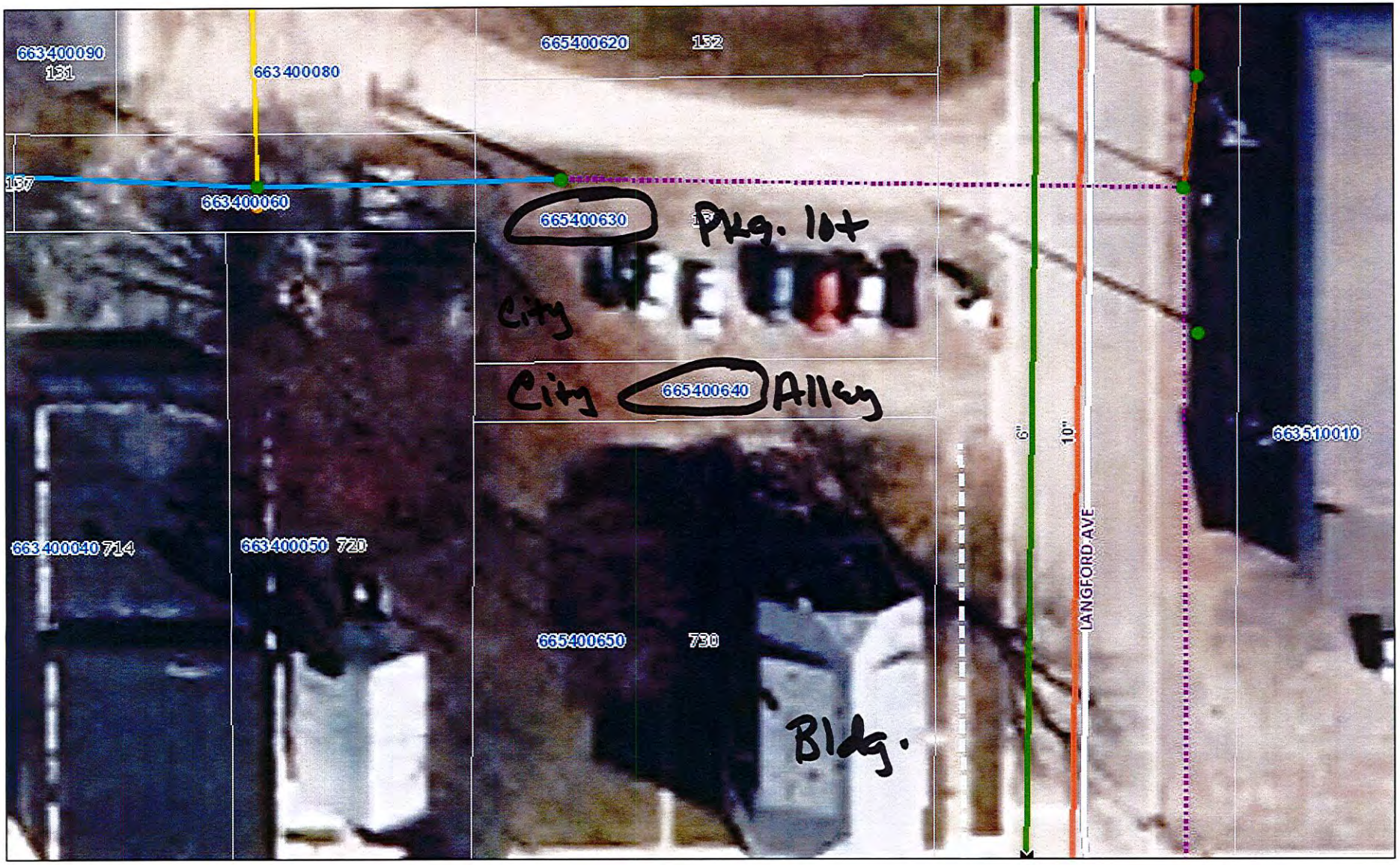
Joe Kidder

JK Enterprises, Inc.

3560 Clare Downs Path

Rosemount, MN 55068

ArcGIS WebMap



May 26, 2016

House Number
PIN

Sanitary Points
<all other values>

Check Valve
Lift Station
Manhole

Storm Points
<all other values>
Apron
Bee Hive

Catch Basin
Storm Manhole

1:360

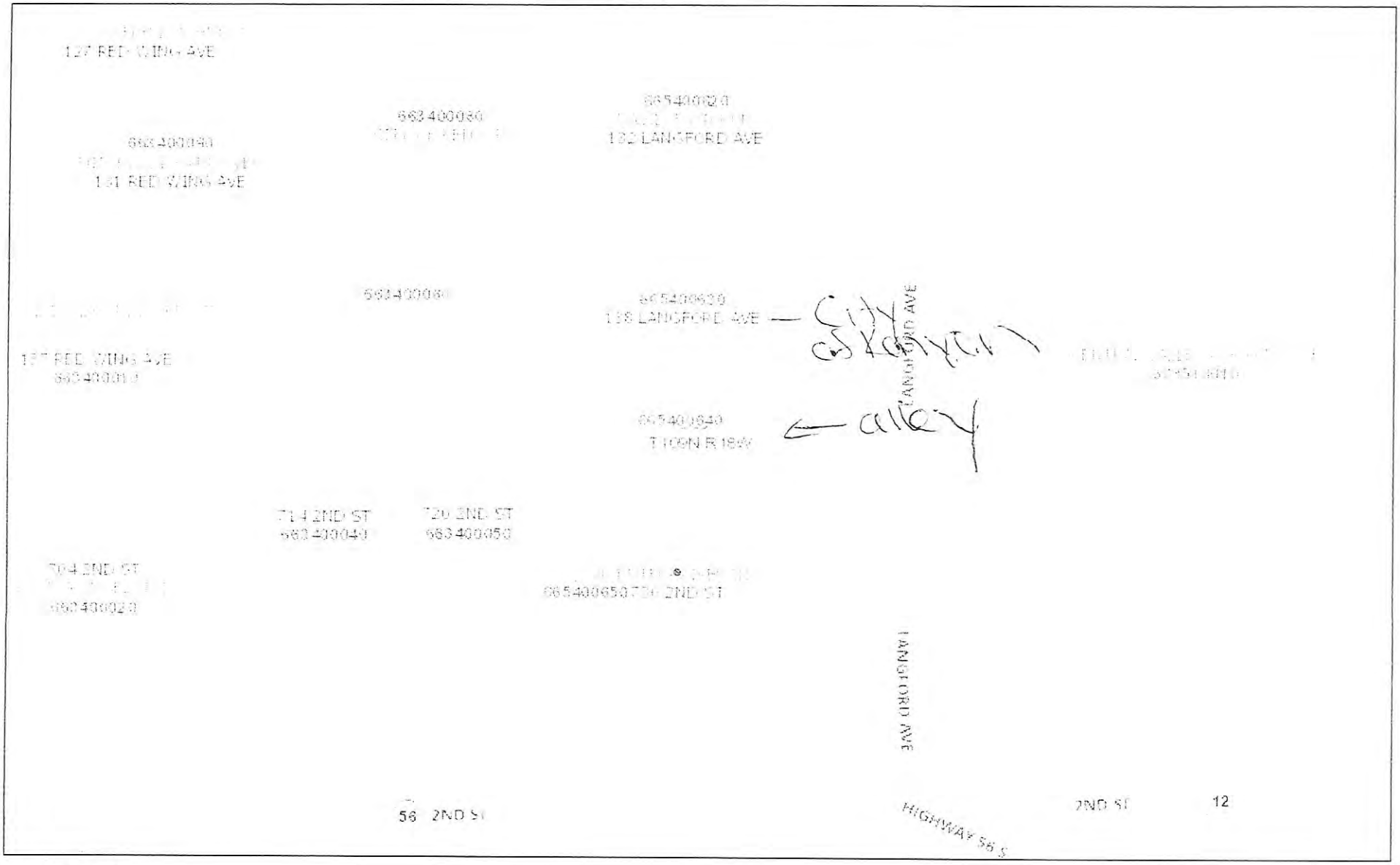
0 0.003 0.006 0.012 mi

0 0.00475 0.0095 0.019 km

Goodhue County

ArcGIS WebApp Builder

ArcGIS WebMap



May 16, 2016

1:600

0 0.005 0.01 0.02 mi

0 0.0075 0.015 0.03 km

Municipal Boundary

Roads 9.600

Township or Other Roads

Full Address

PIN

Full Name

GoodhueCo_PLSS

Major Roads 600

US Highway

State Highway

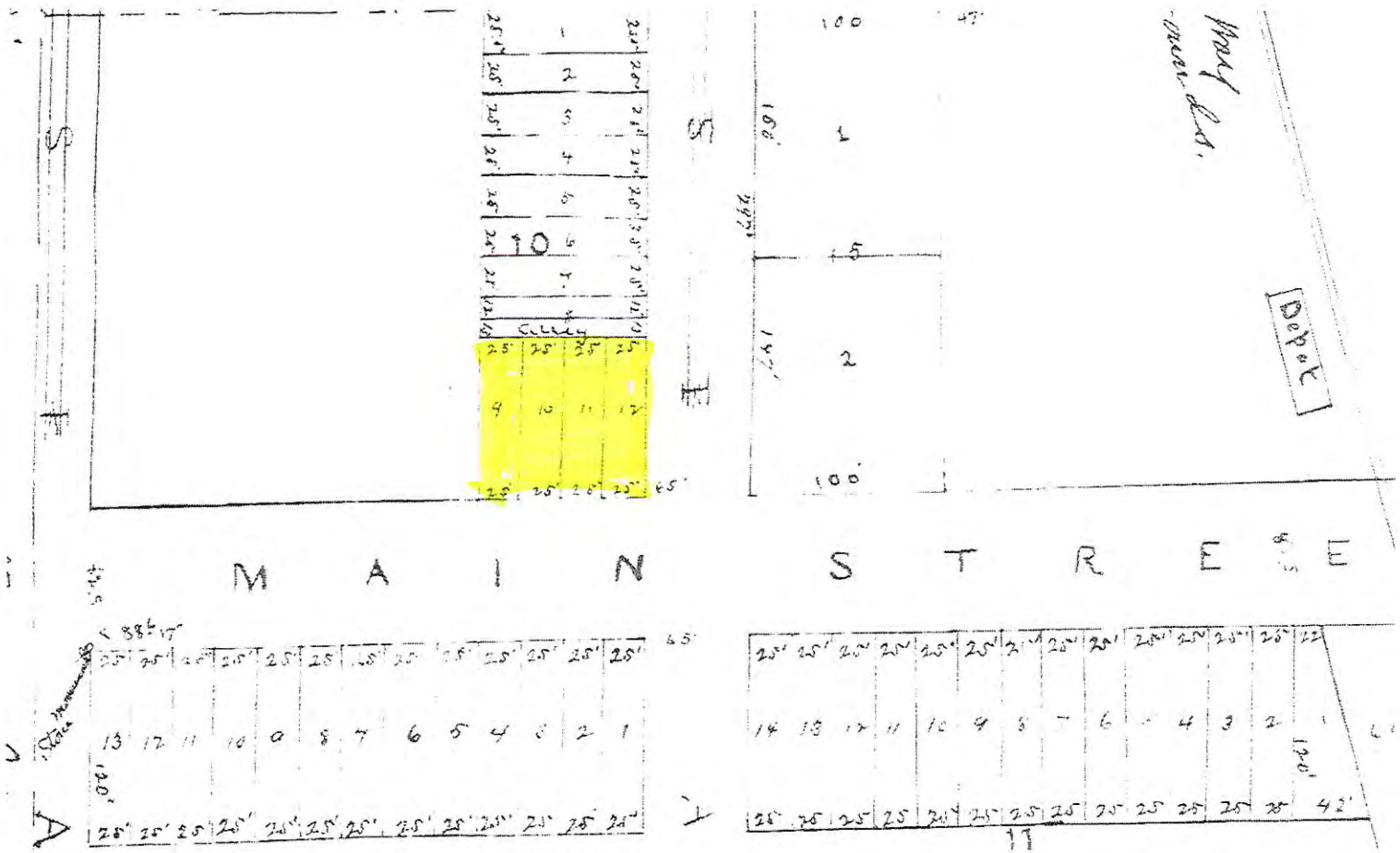
County Roads 600

County Roads - Gravel

County Roads - Paved

Goodhue County

ArcGIS WebApp Builder


MAIN STREET
Depot
Alley
10
11

PROPOSED CHANGES TO SECTION VII – PUBLIC UTILITIES

705.05. Waste disposal

Subd. 4. The owners of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes from which wastewater is discharged, and which is situated within the city and adjacent to any street, alley, or right-of-way in which there is now located, or may in the future be located, a public sanitary sewer of the city, must at the owners expense install a suitable service connection to the public sewer in accordance with provisions of this code, ~~within ten days of the date~~ by November 1 of the year that said public sewer is operational, provided said public sewer is within 150 feet of the structure generating the wastewater. Future buildings constructed on property adjacent to the public sewer must immediately connect to the public sewer. If sewer connections are not made pursuant to this section, an official 30 days' notice must be served instructing the affected property owner to make the connection.

705.07 Private wastewater disposal

Option #1 – Amend Subd. 5

Subd. 5. At such time as a public sewer connection becomes available to a property serviced by a private wastewater disposal system, or a private sewer main that flows into the public system, a direct connection must be made to the public sewer within ~~ten~~ 30 days in compliance with this section, and, within 30 days, any septic tanks, cesspools, and similar private wastewater disposal systems must be cleaned of sludge. The bottom must be broken to permit drainage, and the tank pit filled with suitable material.

Option #2 – Add Separate Subd.

Subd. 6. At such time as a public sewer connection becomes available to a property serviced by a private sewer main that flows into the public system, a direct connection must be made to the public sewer within 30 days in compliance with this section.

Subd. ~~6~~7. The owner must operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the city.

Subd. ~~7~~8. No statement contained in this subsection is to be construed to interfere with any additional requirements that may be imposed by the MPCA or the Department of Health of the state of Minnesota.

Personnel Policy
(Proposed Revisions in Red)
June, 2016

DEFINITIONS

I. "Probationary Employee" means one who has been assigned to a full-time or part-time position, but who has not completed the required six-month probationary period. Kenyon Police Department full-time employees shall have a twelve-month probationary period. Immediately prior to the expiration of the probationary period, the department head shall notify the Council whether or not the employee shall become a regular employee.

D. WORKING HOURS, HOURS OF WORK, ATTENDANCE, VACATION AND HOLIDAYS:

5. Work Periods

The regularly scheduled work week for full-time non-supervisory employees is eight (8) hours per day and forty (40) hours per week, including two 15 minute rest periods and one non-paid 30 minute or one hour lunch period. Kenyon Police Department full ~~and part~~-time employees work week is variable as to hours per day and shall total no more than eighty (80) hours in two weeks (before accruing overtime / compensatory time) because of their rotating schedules and length of shifts.

7. Compensatory Time/Overtime

C. Non-exempt employees will be paid overtime for any hours worked over forty (40) in a given seven-day week. Kenyon Police Department full ~~and part~~-time employees will be paid overtime for any hours worked over eighty (80) in a given fourteen-day pay period. The overtime payment will be at the rate of one and one-half times their regular rate of pay. Use of compensatory time will not count as time worked for purposes of computing the forty (40) or eighty (80) hours.

L. INSURANCE

The City of Kenyon and KMU shall participate in a group health program. The group coverage shall include, but not necessarily be limited to, life insurance, surgical, dental and major medical insurance. The benefits of the group coverage are described in the individual policies for each type of coverage. If an employee chooses not to participate in the Employer's group health and hospitalization plan, the employee must provide evidence of insurance through their spouse or other comparable health insurance. Each employee must have insurance coverage. All full-time employees are eligible for group coverage ~~after one month of~~ beginning on the date of employment. The City of Kenyon and KMU shall participate in the cost of group coverage by paying 100% of the cost of

the premium for each employee. The maximum contribution for health insurance by an employee for single coverage is $25 per month, and family coverage is $100 per month. The City / KMU will contribute 75% of the HSA deductible amount, with employees paying 25%, if they choose to do so via payroll deduction. The City / KMU will pay the premiums for dependent health care coverage for a dependent until the age of 21, or a full-time student up to the age of 24. Employees will be responsible for premiums for dependents between the ages of 24 and 26. ~~The maximum contribution by an employee for single coverage is $25 per month, and family coverage is $100 per month. The group coverage shall include, but not necessarily be limited to, life insurance, surgical, dental and major medical insurance. The benefits of the group coverage are described in the individual policies for each type of coverage. If an employee chooses not to participate in the Employer's group health and hospitalization plan, the employee must provide evidence of insurance through their spouse or other comparable health insurance. Each employee must have insurance coverage.~~

May 20th 2016

To: City of Kenyon

Subj: Request for Beer at Depot Park

I have reserved the Depot Park building for our family picnic on Sunday, June 26th 2016.

I would like permission to have beer at the park that day.

V/R,

Richard Westphal

Richard Westphal
515 1st Street
Kenyon, MN 55946
507-789-5465

Maid It Clean LLC

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

DATE	5/18/2016
QUOTE #	
Invoice #	
Valid Until:	

Prepared by: Melisa Bartel

Account Name:
City of Kenyon

709 Second St
Kenyon , MN 55946
507 789 9936

Job Details:

For:	Cleaning Services
Location:	City of Kenyon Bldgs. 709 Second St Kenyon MN 55946
Contact Name:	Mark Vahlsing

We Hereby Submit Estimates for the following:	
See Attached	

Terms and Conditions:

1. Cleaning Supplies Will Be Provided by: Maid It Clean LLC
2. Total Costs of Service Will Be: 1067.50 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 Proposal for City of Kenyon

City Hall
Vacuum
Sweep and Mop Entrance
Dust Counters/Vents/Tables/Chairs
Clean Breakroom
Disinfect Restrooms/ Replace Paper Products
Disinfect Doors/Handles/Railings/Phones/Keyboards
Conference Room
Take out Trash

Description	
Mon./Wed./Fri. Prior to 8am	
Area/Room Cost	$390.00 per month

Library
Vacuum
Take out Garbage
Dust
Disinfect Computer Cubicles
Wipe Tables/Chairs/Benches
Disinfect Doors/Handles/Phones/Keyboard
Disinfect Restrooms/Replace Paper Products

Description	
Friday is a 15min garbage sweep/once over before weekend.	
Tues./Thurs./Fri. Prior to 10am	
Area/Room Cost	$225.00 per month

Police Station
Sweep and Mop
Disinfect Restroom and Replace Paper Products
Dust Counters/Vents/Tables/Chairs
Clean Entrance
Take out Garbage
Disinfect Doors/Handles/Railings/Phones/Keyboards

Description	
Mon./Wed./Fri.	
Area/Room Cost	$260.00 per month

Ambulance Garage
Vacuum All Rooms incl. Bedroom
Sweep and Mop
Wipe Tables/Chairs
Sinks/Counters/Refrigerator
Disinfect Toilet/Shower/ Replace Paper Products
Doors/Trim/Handles/Railings

Description	
Friday is a quick 15min garbage sweep as there is 6 garbage cans there.	
Mon./Wed./Fri.	
Area/Room Cost	$162.50 per month

Fire Hall	
Sweep and Mop Entrance	
Disinfect Restroom/Replace Paper Products	
Description	
2 times per month prior to meetings	
Area/Room Cost	$30.00 per month

Paper Products	Customer
Cleaning Products	Maid It Clean LLC
Total	$1,067.50

Professional Cleaning Services Proposal

Prepared for:

City of Kenyon
7096 Second Street
Kenyon, MN 55946

Submitted by:

ServiceMASTER Clean®

ServiceMaster by Ayotte
450 Armstrong Road
Northfield, MN 55057
www.smbyayotte.com
877-945-0993

ServiceMASTER Restore
ServiceMASTER Clean

ServiceMaster by Ayotte
450 Armstrong Road
Northfield, MN 55057
Toll Free: 877.945.0993
smbyayotte.com

City of Kenyon
Mark VAhlsing
709 Second Street
Kenyon, MN 55946

June 1, 2016

Dear Mark,

It was a pleasure meeting with you to review the cleaning and maintenance needs for your facilities. I want you to rest assured that the personal attention ServiceMaster by Ayotte provides will enhance your company image and provide a healthy, maintained, and attractive environment for your customers and employees.

At ServiceMaster by Ayotte, our commitment is to our customers. We believe that cleaning is not a commodity, but an opportunity to provide remarkable service. We partner with our customers to understand their unique needs and continuously monitor the overall condition of their facilities. We pride ourselves on going above and beyond all expectations. In fact, we'll meet your expectations, or we'll work to correct it immediately. That's why over 100,000 organizations entrust ServiceMaster with that sort of care for their facilities every day.

In our commitment to doing business the right way and turning ordinary tasks into extraordinary service, ServiceMaster by Ayotte proudly offers you environmentally conscious green cleaning options. Green cleaning is associated with more than corporate responsibility and environmental protection. It is linked to overall better health, reduced sickness, and fewer work-related absences too. We utilize proven, safe, and effective contaminant-free cleaning methods and materials specifically for green cleaning.

Our team has developed a reliable plan to insure the highest level of clean and consistent results day after day. We will supply the cleaning products, the system, and the equipment to maintain your building to the highest standards. That gives you the opportunity to take care of other objectives knowing ServiceMaster by Ayotte has your cleaning needs covered.

The following pages will contain the pricing for our services you requested. If you have any questions, feel free to contact me anytime. Again, thank you for giving ServiceMaster by Ayotte the opportunity to earn your business. I look forward to hearing from you soon.

At Your Service,

Beth Ayotte Naumann
ServiceMaster by Ayotte

ServiceMASTER Restore
ServiceMASTER Clean

ServiceMaster by Ayotte
450 Armstrong Road
Northfield, MN 55057
Toll Free: 877.945.0993
smbyayotte.com

Based on our conversation, the cost of the services we discussed is as follows:

Janitorial Cleaning Services

- ✓ All carpet & hard surface floors vacuumed
- ✓ All hard surface floors mopped
- ✓ Spot clean/dust all vertical surfaces
- ✓ Bathrooms cleaned (floors, walls, toilets, urinals, counters, sinks, mirrors).
- ✓ Break Rooms cleaned (incl re-stocking coffee and cups, tables, counters, and microwaves cleaned)
- ✓ Conference Room cleaned (floors, table, chairs cleaned)
- ✓ All garbage disposed.
- ✓ Entry doors cleaned

City Hall – 2x/week	**$346/month**
Library – 2x/week	**$260/month**
Police Dept. – 3x/week	**$390/month**
Senior Center – 2x/week	**$346/month**
Fire Hall – 2x/month	**$ 80/month**

Options:

City Hall Entry & Bathrooms Shower Scrub & Seal	$287
City Hall Entry & Bathrooms EPIC Urethane Finish	$1148

NOTES:

1. Additional cleaning outside of the above stated scope of work will be billed hourly at $40/hour
2. Moving of heavy furniture or room contents may incur additional charges and requires the signing of our *Release of Liability* form if attached.
3. A Certificate of Insurance will be provided upon request.
4. All technicians are employees of ServiceMaster by Ayotte. All employees have had a background check with a chemical screening. All Technicians are uniformed with a picture ID.
5. Services and/or frequencies can be changed to suit your budgetary considerations.
6. Green and Botanical options are also available, if desired. Additional costs may incur.
7. ServiceMaster by Ayotte guarantees a two hour response time on any special, extra or emergency work needed. Additional charges may incur for these requests.

LEAGUE OF MINNESOTA CITIES

CONNECTING & INNOVATING
SINCE 1913

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.

City of Kenyon
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 06/14/16

Signature_____ Position City Administrator

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

I am writing to inform you that I am resigning from Kenyon Fire, effective immediately. After thirteen years of volunteering with Kenyon Ambulance and Kenyon Fire and Rescue, I find this hard to do. I have truly enjoyed working with the department, but for personal reasons I am unable to fulfill my responsibilities as a volunteer. I need to spend time with my children and focus on my maximizing my last few years of my career. Despite having to resign, I deeply appreciate and cherish my experiences with the department. I am very grateful and honored to be allowed to be a part of the department. Your comradery and commitment to this community is something to proud of.

Once again, thank you so much for the opportunity to be a part of Kenyon Fire. Many thanks for your understanding.

Sincerely,

Jill Paulson

CITY OF KENYON
709 2ND STREET
KENYON, MN 55946
www.cityofkenyon.com
PHONE: 507-789-6415 FAX: 507-789-5604

Applying For:

- ☐ City Council
- ☐ Planning Commission
- ☐ Other Park & Rec

APPLICATION TO CITY BOARD OR COMMISSION

APPLICANT INFORMATION

Name: Elizabeth Ann Engel

Address: 401 Gunderson Blvd B-1

City: Kenyon MN | Email Address: lizengel@frontiernet.net

Home Phone: 507-259-8115 | Work Phone: 507-789-5800

Resident of Kenyon for 20+ years.

NOTE: APPLICANT'S NAME, ADDRESS AND HOME PHONE NUMBER WILL BECOME PUBLIC INFORMATION IF APPLICANT IS APPOINTED TO SERVE ON A CITY BOARD OR COMMISSION

EXPERIENCE & ADDITIONAL INFORMATION

Work Experience:

Education:

Civic & Volunteer Activities (past / present):

Please state your reasons for wanting to serve on this Commission. Be as specific as possible, and use additional sheet(s) if necessary.

I UNDERSTAND THIS APPOINTMENT MAY BE DISCUSSED AT A PUBLIC MEETING.

Signature of Applicant

Date: 5/12/16

CITY OF KENYON
709 2ND STREET
KENYON, MN 55946
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Applying For:
- ☐ City Council
- ☐ Planning Commission
- ☒ Other Park & Rec

APPLICATION TO CITY BOARD OR COMMISSION

APPLICANT INFORMATION

Name: Jen Hanson

Address: 608 Red Wing Ave

City: Kenyon | Email Address:

Home Phone: (507) 213-1043 | Work Phone:

Resident of Kenyon for 7+ years.

NOTE: APPLICANT'S NAME, ADDRESS AND HOME PHONE NUMBER WILL BECOME PUBLIC INFORMATION IF APPLICANT IS APPOINTED TO SERVE ON A CITY BOARD OR COMMISSION

EXPERIENCE & ADDITIONAL INFORMATION

Work Experience: Worked at the Kenyon Muni for 2+ years. Bartender/server for 10 years

Education: Graduated KW High School in 2002

Civic & Volunteer Activities (past / present):

Ø

Please state your reasons for wanting to serve on this Commission. Be as specific as possible, and use additional sheet(s) if necessary.

I would love to be an active part in helping my community! This is a good place to start. I love being active in the outdoors with my family & look forward to help where I can. :)

I UNDERSTAND THIS APPOINTMENT MAY BE DISCUSSED AT A PUBLIC MEETING.

Jen Hanson
Signature of Applicant

5-12-16
Date: