AGENDA
CITY COUNCIL MEETING
September 8, 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 Work Session Meeting Minutes of August 11, 2015
B. City Council Meeting Minutes of August 11, 2015
C. Special City Council/Work Session Minutes of August 31, 2015

VI. PRESENTATIONS/PUBLIC HEARINGS RECOGNITIONS/PROCLAMATIONS

VII. ENGINEERING

A. Update on 1st Street Reconstruction Project
B. Update on Fire Facility Project

VIII. LEGAL

A. Update on Fire Hall Site Purchase
B. Master Subscriber Agreement for MN Court Data Services
   1. Resolution 2015-12: Approving Verification of Authority Regarding MGA

IX. FINANCIAL

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

X. OLD BUSINESS

A. Update on Pool

XI. NEW BUSINESS

A. Resolution 2015-13: A Resolution Adopting the 2016 Preliminary Budget and Levy
B. Agriculture Land Lease

XII. OTHER BUSINESS

A. Schedule of Upcoming Meetings
   1. Regular City Council Meeting: Tuesday, October 13th @ 7:00 p.m.

XIII. COUNCIL AND STAFF GENERAL COMMENTS

8:00 **XIV. ADJOURNMENT**

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Mark Vahlsing, City Administrator
RE: Meeting of September 8, 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:
City Council Work Session Meeting Minutes of August 11, 2015
Regular City Council Meeting Minutes of August 11, 2015
Special City Council/Work Session Minutes of August 31, 2015
August 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 1st Street Reconstruction Project

Based on last week's work session the City Engineer has started working on the project feasibility study. Televising should now be completed. I will continue to review financing options for the project.

Update on Fire Facility Project:

Based on discussion from the August Council meeting, the City Engineer and project architect are working on alternate layout options for the proposed building. A Council Work session will be scheduled later in September. Alternate building layouts and cost estimates will be reviewed further at that work session. The City Engineer will discuss the status of the project further at the meeting.

VIII. LEGAL

Update on Fire Hall Site Purchase

The City Attorney is finished with the Title Work on the property. He is working with Foldcraft to schedule a closing date in September.

Master Subscriber Agreement for MN Court Data Services

Resolution 2015-12: Approving Verification of Authority Regarding MGA

Prosecuting Attorney David Jacobsen, and Chief Sjolander are requesting Council approval to enroll in the Minnesota Judicial System online application available for government partners:

The new MGA online service provides government subscriber agencies remote access to court records and court documents. The access will include statewide public case records and related documents. This will include law enforcement and attorney access to certain confidential case records and documents. Approval of the agreement and resolution will give Prosecuting Attorney David Jacobsen access to MGA. ***MOTION NEEDED***

IX. FINANCIAL

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

X. OLD BUSINESS

Update on Pool

The main pump was replaced in early August. The issues with severely cloudy water cleared up after the pump ran for 2 days. A sonar company is scheduled to look at the pool on Tuesday September 1. They will be looking for leaks in the pool and deck areas. The painting should be completed next spring. The pool closed on time and despite the water clarity issues had a very good year overall.

XI. NEW BUSINESS

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

The City is required to set a final maximum 2016 levy and proposed budget by resolution. As we discussed at the work session, area cities appear to be setting maximum levy increases between 2.5% and 20%. Once set, the levy cannot be increased. The preliminary maximum levy certification resolution must be submitted to the County Auditor by end of September. The final levy must be adopted by the end of December. The levy can be lowered between now and the end of the year. The preliminary revenue and expense budget in the packet is unchanged from the work session. It shows a 2% increase. A 7% increase was added to the levy breakdown summary. The budget also has to be certified to the County Auditor before the end of the year. It can be increased or reduced before the end of the year. A work session to review the budget with department heads will be scheduled later in September.
MOTION NEEDED

Agriculture Land Lease

The lease is for the approximately 10 acres of land east of sewage treatment. The current lease expires at the end of the year. In order to continue to lease the land, the Council will need to authorize advertising to seek quotes for interest parties to lease the property for agricultural purposes. A copy of the previous lease is included in the packet.
MOTION MAY BE 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 meeting was duly held in the City Hall conference room on the 11th day of August, 2015. The following members were present: Mayor Mike Engel, Council members, Fred Barsness, Richard Nielsen, John Mortensen, and Doug Henke. Also present: City Administrator Mark Vahlsing, Public Works Superintendent Steve Baalson, Operations Superintendent Randy Eggert, City Engineer Joe Rhein, and Bryan Holtz from Bolton & Menk.

Mayor Engel called the work session to order at 6:00 p.m.

Review Feasibility Work for Possible 1st Street Project in 2016

Administrator Vahlsing noted that the purpose of this meeting is to lay out the project in more depth to determine the progress of the engineering to date. Engineer Rhein commented that the memorandum and maps that were distributed include background information, existing conditions, preliminary conclusions and next steps. Rhein also noted that there is no City sanitary sewer on 1st Street; however, some private sewer mains are located there. They have a pretty good idea where most of the private sewers are located. Further information regarding current sewer locations are included in the maps that were provided for this meeting by Engineer Rhein. All of these items were discussed during this meeting. Engineer Rhein commented that the project would move forward with two public hearings after the feasibility report/process has been completed.

KMU Operations Superintendent Randy Eggert noted that in 1985, a 2" ductile iron water main was put in along 1st Street. Eggert said that next spring, a leak survey will be done to see if there are any problems with this water main.

Administrator Vahlsing noted that because we will likely do a bond to finance this project, it may be best to reconstruct all three blocks at one time instead of splitting it up over multiple years.

There being no further business, the meeting was adjourned at 7:00 p.m.

Pam Blow, Administrative Assistant

Michael Engel, Mayor

Pursuant to due call and notice thereof, a City Council Meeting was duly held in the City Council chambers at 7:05 p.m. on the 11th day of August, 2015. The following members were present: Mayor Mike Engel, Council Members, Fred Barsness, Richard Nielsen, John Mortensen, and Doug Henke. Also present: Administrator Mark Vahlsing, Engineer Joe Rhein, Attorney Sarah Sonsalla, and Administrative Assistant Pam Blow.

John Mortensen read the oath of office and was sworn in.

CITIZEN COMMENTS
None

ADOPT AGENDA
Addition: / XI / New Business / G / Change in Council Member Appointment to Park & Recreation Committee. Motion by Nielsen seconded by Henke to adopt the agenda as amended. Motion carried 5-0-0.

CONSENT AGENDA
Motion by Barsness seconded by Nielsen to approve the Consent Agenda, which includes payment of check numbers 63271 through 63380; 2391E through 2412E and additional checks 63415 through 63442. Motion carried 5-0-0.

ENGINEERING
Update on Feasibility Work – 1st Street Reconstruction Project
City Engineer Rhein noted that the 1st Street project had been discussed at a work session held prior to this council meeting. Administrator Vahlsing stated that in order for the 1st Street project to occur in 2016, the feasibility study should be ordered by the September Council meeting. This study would be the first step in the requirements for the assessment process.

Fire Facility Project
Update on Space Needs Analysis
According to City Engineer Rhein, he and Corey Brunton of Brunton Architects have met twice with the Fire Facility Committee to discuss the size and space layouts for the proposed fire facility. The Committee has indicated their preferred options and preliminary floor plans have been developed.

Corey Brunton addressed the council and mentioned that the Foldcraft property is a workable site and it receives the building very well. Brunton also noted that along with expandability, there is a separation from the apparatus and meeting/public areas in the building layout. The space analysis has been completed. The block diagram shows a proposed floor plan with 16,400 square feet of space. The design was completed with safety as a primary consideration. The next step in the design process will be to give the building an exterior form. Councilman Barsness asked what costs can be expected based upon 16,400 s.f. Mr. Brunton commented that the costs will be more firm after completing the next step, but can be from $150 to $250 per square foot. Barsness commented that he didn't believe the city would be spending $2,000,000 on this project. Administrator Vahlsing noted that the Fire Facility Committee indicated that it would be optimal to have 12 bays, but the block drawing only shows 10 bays plus two wash bays. The concept plan submitted by Brunton is somewhat larger but still comparable to those that were developed previously over the past ten years (the last was completed in 2011). According to Administrator Vahlsing, funding sources for the project have not been determined. He stated that more finalized cost estimates will be needed to develop a more specific financing plan. Brunton noted that there are three criteria that will help develop substantiation for the project. These criteria are cost, quality and quantity.

Mayor Engel noted that we need to be able to provide a functioning, long lasting facility.

Councilman Henke noted that Brunton did his homework and helped to understand the purposes of the building, and he is very comfortable with the work they are doing. Councilman Mortensen commented that previous fire facility plans had community rooms and a kitchen for public use.

Engineer Rhein noted that the next step in the design process will be to take the floor plan and create a 3D rendering, along with a cost estimate. After that is done, the project can be shaped and molded to come in line with what the City can afford.

Motion by Nielsen, second by Barsness to approve the next phase of this project; including 1) rendering, 2) statement of probable cost, 3) presentation at a cost of $6,800. Motion carried 5-0-0.

Phase I Environmental Assessment

According to Engineer Rhein, the Phase One Assessment was completed last week and it appears that there is no problem with the Foldcraft site. If construction happens on this site, there will be the condition that workers be aware of contaminations. He felt that no further investigation is needed before the purchase of the site.

Bullis Street & 6th Street Overlay Project

Engineer Rhein discussed the discrepancies that exist between the two quotes that were received for this project, which was tabled at the last council meeting. Rhein contacted LaCanne Contracting and received an email response to clarify his quoted pricing. He stated that LaCanne declined to provide the square yards of surfacing contained in his quote and he provided two references. After reviewing LaCanne's information, Engineer Rhein noted that the two quotes are not equivalent, and he recommended that the council could accept one of the quotes, or reject both and get new quotes with specifications given by the engineer. Councilman Mortensen noted that Bullis Street is a main artery for school busses, and wondered if the project could be done before the busses start running.

Motion by Engel, second by Henke to approve the quote from BMI. Motion carried 5-0-0.

PRESENTATIONS

Legislative Update by Senator Matt Schmit

Senator Schmit gave the 2015 legislative session highlights, and also talked briefly about the projects he is focused on for the 2016 session.

LEGAL

Fire Hall Site Purchase

Resolution 2015-11: Resolution Approving Minor Subdivision of Property in the City of Kenyon (Foldcraft)

Attorney Sonsalla noted that this resolution will authorize the property split so the City can purchase the parcel.

Motion by Engel, second by Nielsen to approve Resolution 2015-11. Motion carried 5-0-0.

Updated Policies for Kenyon Police Department

According to Chief Sjolander, certain policies needed to be updated: 1) Use of Force, 2) Allegations of Misconduct, 3) Professional Conduct of Officers, 4) Domestic Abuse, 5) Predatory Offender, 6) Impartial Policing, 7) Procession of Property Seized.

Motion by Nielsen, second by Mortensen to approve the updated policies. Motion carried 5-0-0.

OLD BUSINESS

Municipal Liquor Store Patio

Administrator Vahlsing noted the updated estimates that were compiled, which include the installation of the door, patio, fencing and security camera. The total estimated cost of the project is $10,401. All of the contractors would be local with the exception of the security camera installation. Mayor Engel commented that he has doubts whether the project will increase business enough to pay for the project. Councilman Barsness noted that he feels we that the City should move ahead, and this would be a nice addition to the Liquor Store. Councilman Henke said he has not heard any negative comments regarding the project. According to Councilman Mortensen, patios are common at bars in Rochester and the Twin Cities.

Motion to by Barsness, second by Henke to approve the patio project which will include a 7-foot fence. Motion carried 5-0-0.

Trondheim Area Paving - Bigelow

Administrator Vahlsing received an email from Bigelow Development earlier in the day that they have contracted with BMI Inc. to complete the paving project. They hope to begin on or before September 1, 2015.

Pool

Water Clarity Issues

According to Administrator Vahlsing, the pool has had two cycles of water clarity issues. At first, chemicals were used and this was successful for a time. The main pump was replaced today and the water is moving through at a higher rate. The pool should be reopened in a day or so.

Pool Painting

Administrator Vahlsing noted that Olympic Pools has stated they will honor their quote through the fall. They would hold any increase in 2016 to 2%. They have recommended that the City wait until next spring to start the project. Vahlsing stated that sonar testing will be completed after the pool closes this year. This testing would help determine if there are leaks in the pool area.

NEW BUSINESS

Depot Park Liquor Requests

Motion by Barsness, second by Nielsen to approve the requests to have liquor at Depot Park by 1) Kenyon Veteran's Color Guard Picnic on September 12, 2015, and 2) Richard Westpahl Family Reunion on September 20, 2015. Motion carried 5-0-0.

Street Closure for Block Party on August 16th – Lisa Johnson

Motion by Engel, second by Henke to approve the closure of Washington and State Streets from 7th to 8th Streets on Sunday, August 16th from Noon to 3 p.m. Motion carried 5-0-0.

Approve Hiring of Steve Meduna, Bartender/Clerk – Liquor Store

Motion by Mortensen, second by Nielsen to approve the hire as requested. Motion carried 5-0-0.

Small Cities Assistance Payment

According to Administrator Vahlsing, cities under 5,000 population received State aid in 2015 to assist with street construction or maintenance. The City of Kenyon will receive $25,000 this year which will be split into two payments.

2016 City budget Process

According to Administrator Vahlsing, he and Sue Dodds will begin meeting with department heads to review budget figures for 2016. The preliminary levy has to be certified before the end of September. A Special City Council meeting / Work Session will be held on August 31, 2015 at 5:30 p.m. to go over the levy and preliminary budget. The maximum levy will be on the September council meeting agenda for final approval.

Council Representative Appointment to AIP Rail Task Force
Motion by Engel, second by Mortensen to appoint Doug Henke to the AIP task force. Motion carried 5-0-0.

Change in Council Member Appointment to Park & Recreation Committee
Motion by Engel, second by Barsness to appoint John Mortensen to the Park and Recreation Committee in place of Doug Henke. Motion carried 5-0-0.

OTHER BUSINESS
Schedule of Upcoming Meetings
City Council Meeting: Tuesday, September 8th @ 7 p.m.

COUNCIL AND STAFF GENERAL COMMENTS
Henke recognized several thank-you notes that had been written to the Kenyon Police Department for donations and for a child who had their bike stolen.

John Mortensen was welcomed to the council by the rest of the members.

Motion Engel, seconded by Henke to adjourn the meeting at 8:50 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 at 5:30 p.m. on the 31st day of August, 2015. The following members were present: Mayor Mike Engel, council members, Fred Barsness, Richard Nielsen, Doug Henke, and John Mortensen. Also present: Bookkeeper Sue Dodds, City Administrator Mark Vahlsing, and City Engineer Joe Rhein.

Review Proposed 2016 Budget

City Administrator Vahlsing provided an overview of the budget process. Bookkeeper Dodds reviewed a breakdown of the proposed 2016 levy. A 2% increase was built into the proposed budget.

Administrator Vahlsing discussed upcoming 2016 projects and the impacts on the budget. He stated that overall the budget was healthy. There would be small increase in Local Government Aid, and continued road aid. He also reviewed 5% and 7% increase options and their effect on the proposed 2016 budget. With the possible Fire Facility and 1st Street projects, there would be the potential for larger levy and budget increases in upcoming years. A slightly larger increase in 2016 would help phase in the needed increases over several years. Administrator Vahlsing asked Bookkeeper Dodds to provide an estimate of a 7% increase in the 2016 levy for consideration at the September Council meeting.

1st Street project Feasibility Study

Administrator Vahlsing stated that a proposal for a Feasibility Study on the 1st Street area between Red Wind and Bullis Streets had been received from Bolton and Menk. The cost of the study was a not to exceed cost of $14,000.

City Engineer Rhein reviewed the steps that would be involved in the Feasibility Study. The study would look at existing conditions of the streets and utilities. It would also make recommendations on needed improvements, estimate associated project costs, and assessments. He also discussed the 429 assessment process. Councilmen Hanke asked if the project could be completed in phases.

Motion by Nielsen, second by Barsness to authorize the City Engineer to complete Feasibility Study on 1st Street between Red Wing Ave. and Bullis St. based on the terms of the proposal. Motion carried 5-0-0.

Motion by Nielsen, second by Mortensen to adjourn the special meeting at 6:35 p.m. Motion carried 5-0-0.

_____ _____

Mark Vahlsing, City Administrator Michael Engel, Mayor

CITY OF KENYON
RESOLUTION NO. 2015-12

A RESOLUTION APPROVING VERIFICATION OF AUTHORITY REGARDING MGA

WHEREAS, the City of Kenyon desires to improve efficiencies through participating in a more efficient court process with the Minnesota Judicial Branch; and

WHEREAS, as the MJB moves towards a more efficient court process, the eCourtMN initiative is committed to ensuring that non-court governmental agencies have appropriate access to court records and documents; and,

WHEREAS, the City of Kenyon desires to subscribe to Minnesota Government Access.

NOW, BE IT RESOLVED that City of Kenyon approves and authorizes Michael Engel, the Mayor of Kenyon, and Mark R. Vahlsing, the City Administrator, to sign the Master Subscriber Agreement on behalf of the City of Kenyon for Minnesota Government Access.

Adopted by the City Council of the City of Kenyon, Minnesota, this 8th day of September, 2015.

_____
Michael G. Engel, Mayor

ATTEST:

_____
Mark R. Vahlsing, City Administrator

Government Subscriber Access
-Fact Sheet-

Revised July 2014

Government Subscriber Electronic Access to Court Records and Documents

As the Minnesota Judicial Branch moves towards a paperless court, the eCourtMN effort is committed to ensuring that non-court government agencies have appropriate access to electronic court records and documents. As of the date of this publication, the following approach is being taken with government subscribers:

- New technology is being developed to provide government subscribers better online access to court records, including court documents. The online access will be piloted beginning in late-2014, with the rollout to other government agencies following in 2015 and expected to continue into 2016.
- Government subscribers will be required to sign revised Master Subscriber Agreements to receive electronic access to court documents. As part of the revised Master Subscriber Agreement, all individual users must sign acknowledgment forms stating they understand appropriate electronic access to and use of court records and court documents.
- The new technology will include audit trail functionality to monitor electronic access to court records and court documents.

Some Important Notes:

- Government subscribers will not receive electronic access to court documents until they complete the revised Master Subscriber Agreement process.
- The rollout of the revised Master Subscriber Agreements is currently planned to begin in late-2014.
- Unauthorized electronic access and use of court documents or court records will result in the loss of electronic access for the individual user and possibly the entire government unit.

Government Subscriber Access Highlights

- Government subscribers will have electronic access to statewide public documents, including public orders, criminal citations and complaints, through the new access method.
- Access to court records and court documents will be standardized statewide for government subscribers based on the type of government unit.
- Access to public and confidential court records and court documents will be granted to government subscribers based on their legitimate governmental business needs and the Rules of Public Access.
- Access to court records and court documents is for legitimate governmental business needs only.
- Agency users will access court records and documents with individual log-ins and passwords.
- Public documents from all Minnesota counties are currently available electronically through MPA Courthouse terminals at all Minnesota courthouses.
- Until the new online access is available, subscribers can continue to use their current method for accessing court activity and event records.

Access to court records and court documents is governed by the Minnesota Rules of Public Access to Records of the Judicial Branch.

For additional information regarding government subscriber access related to the eCourtMN initiative, contact StatePolicy800AccessTeam Leads@courts.state.mn.us

Directions for completing the Configuration Assessment Tool (CAT)

Please provide your agency's name, type, judicial district, and county. Select your agency type from the list provided. If your agency type is City Attorney or Law Enforcement, please provide the name of the city or municipality of support. We need the email address, first name, last name and job title of all new users in your agency that will be accessing new MGA. Complete the Agency Account Manager box.

*** Please confirm that all new users have self-registered and requested access that matches the entries in the header of this CAT.

Agency Name

City of Kenyon

Agency Type	Judicial District
City Attorney's Office	1st District
County	**Municipality of Support**
Goodhue	City of Kenyon

E-Mail Address	User First Name	User Last Name	Job Title
david@hjjlaw.com	David	Jacobsen	Attorney
steve@hjjlaw.com	Steve	Jorstad	Attorney
suzy@hjjlaw.com	Suzy	Bergquist	Legal Assistant

Request Type

Add Users

Agency Account Manager Information

Name	David W. Jacobsen
E-Mail Address	david@hjjlaw.com
Phone	507-786-9090
Date Submitted	July 31, 2015

For MN Judicial Branch Use Only	
Agency Role to Assign:	
Other Notes:	

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

City of Kenyon ,
(Government Subscriber Name)

of 709 2nd Street, Kenyon, Minnesota 55946 ,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration ,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 ,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System ("MNCIS"), as described in applicable Policies & Notices and materials referenced therein.

2.3 **"Court Data Services Databases"** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.

2.4 **"Court Data Services Programs"** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.

2.5 **"Court Records"** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:

2.5.0 **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.

2.5.1 **"Court Confidential Case Information"** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

2.5.2 **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

2.5.3 **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

2.5.4 **"Court Documents"** means electronic images of documents that are part of or included in a court file.

2.6 **"DCA"** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.

2.7 **"Government Subscriber Records"** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.

2.8 **"Government Subscriber's Individual Users"** means Government Subscriber's employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

2.9 **"Legitimate Governmental Business Need"** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

2.10 **"Policies & Notices"** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber's use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.

2.11 **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled "Limits on Public Access to Case Records" or "Limits on Public Access to Administrative Records," all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.

2.12 **"SCAO"** means the State of Minnesota, State Court Administrator's Office.

2.13 **"This Agreement"** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.

2.14 **"Trade Secret Information of SCAO and its licensors"** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.

2.15 **"User Acknowledgement Form"** means the form attached to this document as Exhibit A, signed by Government Subscriber's Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement.

3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form attached in Exhibit A before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS. Subscriber acknowledges and agrees:

6.1 Court Case Information Provided Under Legal Mandate. When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 Previously Disclosed Court Records and Court Documents. Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 **Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 **Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 **Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 **Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. **INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. **COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

11. **AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Polices & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.

12.1 **Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government

Subscriber and pursue all available legal remedies. Government Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. **WARRANTY DISCLAIMERS.**

    15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

    15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by

either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.

22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity, such a council resolution, board authority or legally binding decision maker and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Michael Engel

Title Mayor

Office City of Kenyon

By _____

Date _____

Name: Mark R. Vahlsing

Title: City Administrator

Office: City of Kenyon

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology Division of State Court Administration

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

Exhibit A
Court Data Services User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, David W. Jacobsen, as an employee/student attorney/contractor of Hero, Jorstad & Jacobsen Law Firm, P.A. (Kenyon City Attorney) ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.

2. I understand that I am not to share my login and password information.

3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.

5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.

6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.

7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.

8. I understand that should I violate paragraphs **3.**, **4.**, or **5.**, it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: 7/31/2015 By: _____

Employee/Student Attorney/Contractor for Agency

MINNESOTA
JUDICIAL BRANCH

Request Form for Minnesota Government Access (MGA) Login Account

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1. Instructions to Applicant

Minnesota Government Access ("MGA") provides electronic access to appropriate court records and documents for a government agency through login accounts for the individual agency users. MGA is an Internet browser-based application that requires no installation.

This Request Form is intended for an entire government agency, not an individual user. Use this form to make the initial request for the new user accounts for the agency; not to make changes to an existing account. Only one agency may apply per form.

Complete this entire form. You may clearly print, type, or complete electronically. ***Tip:*** *This is a Microsoft Word document. To complete this form electronically: 1) save to your computer, 2) press Tab to fill out the form fields, 3) save and attach to e-mail submission.*

2. Applicant Information (ALL FIELDS ARE REQUIRED)

Today's Date:	County/City/State Agency:	Mailing Address:
	City of Kenyon **NOTE:** Identify your agency name as it is written on the front page of the Master Subscriber Agreement attached to this request. If you are creating a new agreement, identify your agency name at its highest level, such as Anoka County Attorney's Office, City of Willmar, or Minnesota Department of Public Safety.	709 Second Street Kenyon, MN 55946 **County (if Statewide Agency, enter "State"):** Goodhue County

Agency Account Manager (Agency Contact)		Agency Director/Manager Authorizing Request (if different than Agency Account Manager)	
Name:	David W. Jacobsen	Name:	
Position/Title:	Kenyon Prosecuting Attorney	Position/Title:	
Phone:	507-786-9090	Phone:	
E-mail:	david@hjjlaw.com	E-mail:	

3. Individual User Account Information

Individual users (authorized employees, contractors, student attorneys) will have individual logins and passwords for MGA. **All authorized individual users in your agency who will be using MGA must register for an MGA user account before this request is submitted.**

- Attach a completed Court Administrative Tool (CAT) that lists all user information to this request.

NOTE: The signed, attached Master Subscriber Agreement requires that you keep a record of everyone who will be given access to an MGA account.

4. Individual User Acknowledgment Forms

All authorized individual users in your agency who will be using MGA must complete an Individual User Acknowledgment Form before this request is submitted. Please provide a copy of all signed Individual User Acknowledgement Forms with this request.

NOTE: The signed, attached Master Subscriber Agreement requires that all individual users sign the User Acknowledgment Forms prior to using MGA and that you keep a record of all User Acknowledgment Forms.

5. Signatures

This Request Form is submitted in connection with and made part of the most recent Master Subscriber Agreement executed by the Applicant and the State. An individual authorized to sign on behalf of and bind the government agency in written agreements signs under the Applicant signature block below.

	APPLICANT		THE STATE
By:		By:	
	(signature)		(signature)
Date:		Date:	
Name:	Mike Engel	Name:	
	(typed)		(typed)
Title:	Mayor	Title:	
Office:	City of Kenyon	Office:	

6. Submission

This Request Form and all required attachments should be emailed to GSAreceiving@sp.courts.state.mn.us.

KENYON, MN

2016 CITY OF KENYON ENTIRE EXPENSE BUDGET

Account	Last Dim Descr	2014 Amt	2014 Budget	2015 YTD Amt	2015 Budget	Proposed 1 Budget
FUND 101 GENERAL FUND						
DEPT 41110 CITY COUNCIL						
E 101-41110-101	SALARIES - REGULAR	$11,410.00	$12,760.00	$6,063.33	$11,440.00	$12,760.00
E 101-41110-122	FICA - EMPLOYER SHARE	$872.90	$975.00	$463.87	$875.00	$980.00
E 101-41110-150	INSURANCE - WORKERS COMP	$54.48	$50.00	$32.83	$65.00	$45.00
E 101-41110-311	CONFERENCE & TRAINING	$365.00	$500.00	$560.00	$500.00	$500.00
E 101-41110-331	TRAVEL EXPENSE	$0.00	$250.00	$472.93	$250.00	$250.00
E 101-41110-360	INSURANCE - PROPERTY/LIABILITY	$14.51	$15.00	$8.00	$15.00	$10.00
E 101-41110-430	MISCELLANEOUS	$320.35	$100.00	$269.97	$100.00	$100.00
E 101-41110-433	DUES AND SUBSCRIPTIONS	$0.00	$100.00	$0.00	$100.00	$100.00
DEPT 41110 CITY COUNCIL		$13,037.24	$14,750.00	$7,870.93	$13,345.00	$14,745.00
DEPT 41310 CITY ADMINISTRATION						
E 101-41310-101	SALARIES - REGULAR	$129,394.86	$133,330.00	$77,669.36	$137,375.00	$142,320.00
E 101-41310-121	PERA - EMPLOYER SHARE	$9,339.72	$9,665.00	$5,944.05	$10,305.00	$10,675.00
E 101-41310-122	FICA - EMPLOYER SHARE	$9,428.06	$10,200.00	$5,843.50	$10,510.00	$10,890.00
E 101-41310-130	INSURANCE - MED/DENT/LIFE/DIS.	$36,037.26	$33,325.00	$23,548.46	$42,485.00	$44,570.00
E 101-41310-150	INSURANCE - WORKERS COMP	$809.46	$710.00	$516.67	$1,025.00	$825.00
E 101-41310-152	INSURANCE - W.COMP-PREV YR ADJ	$74.00	$0.00	$0.00	$0.00	$0.00
E 101-41310-311	CONFERENCE & TRAINING	$824.00	$1,500.00	$1,362.00	$2,000.00	$2,000.00
E 101-41310-331	TRAVEL EXPENSE	$3,523.70	$1,500.00	$2,669.92	$2,000.00	$2,000.00
E 101-41310-360	INSURANCE - PROPERTY/LIABILITY	$945.01	$930.00	$559.00	$960.00	$850.00
E 101-41310-430	MISCELLANEOUS	$180.39	$500.00	$100.81	$500.00	$500.00
E 101-41310-433	DUES AND SUBSCRIPTIONS	$919.00	$500.00	$230.00	$1,000.00	$1,000.00
E 101-41310-437	S.H.I.P. GRANT EXPENSES	$2,392.00	$0.00	$0.00	$0.00	$0.00
DEPT 41310 CITY ADMINISTRATION		$193,867.46	$192,160.00	$118,443.77	$208,160.00	$215,630.00
DEPT 41410 ELECTIONS						
E 101-41410-103	SALARIES - ELECTION JUDGE PAY	$1,241.00	$780.00	$0.00	$780.00	$1,000.00
E 101-41410-331	TRAVEL EXPENSE	$103.23	$0.00	$0.00	$0.00	$100.00
E 101-41410-430	MISCELLANEOUS	$1,620.62	$0.00	$398.51	$0.00	$1,400.00
DEPT 41410 ELECTIONS		$2,964.85	$780.00	$398.51	$780.00	$2,500.00
DEPT 41530 AUDITING						
E 101-41530-301	AUDITING	$13,500.00	$13,580.00	$14,435.00	$18,085.00	$18,090.00
DEPT 41530 AUDITING		$13,500.00	$13,580.00	$14,435.00	$18,085.00	$18,090.00
DEPT 41610 CITY ATTORNEY						
E 101-41610-304	LEGAL	$19,068.35	$18,000.00	$9,056.45	$25,000.00	$25,000.00
DEPT 41610 CITY ATTORNEY		$19,068.35	$18,000.00	$9,056.45	$25,000.00	$25,000.00
DEPT 41700 CITY ENGINEER						
E 101-41700-303	ENGINEERING	$7,640.08	$20,000.00	$1,875.00	$20,000.00	$10,000.00
DEPT 41700 CITY ENGINEER		$7,640.08	$20,000.00	$1,875.00	$20,000.00	$10,000.00
DEPT 41940 GENERAL GOVERNMENT						
E 101-41940-104	SALARIES - JANITORIAL	$3,463.07	$2,795.00	$2,172.02	$2,800.00	$2,800.00
E 101-41940-121	PERA - EMPLOYER SHARE	$250.57	$200.00	$165.21	$210.00	$210.00
E 101-41940-122	FICA - EMPLOYER SHARE	$264.39	$215.00	$168.54	$215.00	$215.00
E 101-41940-150	INSURANCE - WORKERS COMP	$274.44	$260.00	$153.33	$160.00	$125.00
E 101-41940-152	INSURANCE - W.COMP-PREV YR ADJ	$25.00	$0.00	$0.00	$0.00	$0.00
E 101-41940-200	OFFICE SUPPLIES	$2,812.05	$1,300.00	$1,021.06	$2,000.00	$2,500.00
E 101-41940-210	OPERATING SUPPLIES & EXPENSE	$8,740.74	$4,000.00	$5,238.25	$5,000.00	$10,000.00
E 101-41940-302	SAFETY CLASS/DRUG & ALCOHOL	$3,862.22	$4,000.00	$3,151.62	$4,000.00	$4,200.00
E 101-41940-309	COMPUTER SUPPORT	$2,995.75	$1,500.00	$847.50	$1,500.00	$1,500.00
E 101-41940-321	UTILITIES - TELEPHONE	$4,784.52	$3,250.00	$2,732.12	$4,275.00	$4,940.00
E 101-41940-335	MISC BANK CHARGES	$727.50	$500.00	$435.32	$1,000.00	$750.00

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E 101-41940-340	ADVERTISING	$1,886.55	$500.00	$993.42	$1,500.00	$1,500.00
E 101-41940-360	INSURANCE - PROPERTY/LIABILITY	$6,445.01	$6,060.00	$3,983.00	$6,825.00	$6,130.00
E 101-41940-381	UTILITIES - ELECTRIC & WATER	$4,290.64	$4,265.00	$2,028.86	$4,320.00	$4,330.00
E 101-41940-383	UTILITIES - NATURAL GAS	$1,570.16	$1,380.00	$765.49	$1,675.00	$1,400.00
E 101-41940-384	REFUSE	$658.88	$0.00	$285.15	$800.00	$600.00
E 101-41940-385	UTILITIES - SEWER CHARGES	$1,008.11	$1,265.00	$512.00	$975.00	$1,000.00
E 101-41940-400	REPAIRS AND MAINT.CONTRACTUAL	$2,510.91	$3,750.00	$933.97	$2,500.00	$2,000.00
E 101-41940-430	MISCELLANEOUS	$1,949.83	$1,000.00	$1,026.59	$1,500.00	$1,500.00
E 101-41940-432	BAD DEBT EXPENSE	$670.54	$0.00	$0.00	$0.00	$0.00
E 101-41940-433	DUES AND SUBSCRIPTIONS	$4,038.58	$3,000.00	$2,239.82	$6,000.00	$4,500.00
E 101-41940-438	VETERINARIAN CHARGES	$1,177.11	$500.00	$0.00	$500.00	$500.00
E 101-41940-450	ANIMAL CONTROL	$150.00	$0.00	$0.00	$500.00	$500.00
E 101-41940-490	DONATIONS	$2,500.00	$2,000.00	$2,000.00	$1,000.00	$2,000.00
E 101-41940-501	CAPITAL OUTLAY	$15,719.75	$500.00	$0.00	$4,000.00	$5,000.00
E 101-41940-740	TRANSFER TO CAPITAL FUND	$0.00	$0.00	$0.00	$8,000.00	$50,000.00
DEPT 41940 GENERAL GOVERNMENT		$72,776.32	$42,240.00	$30,853.27	$61,255.00	$108,200.00
DEPT 42100 LAW ENFORCEMENT						
E 101-42100-100	SALARIES - PART TIME	$18,831.95	$19,600.00	$12,551.49	$19,770.00	$21,000.00
E 101-42100-101	SALARIES - REGULAR	$130,362.34	$133,615.00	$76,507.84	$132,070.00	$145,500.00
E 101-42100-102	SALARIES - OVERTIME	$17,464.84	$5,000.00	$6,246.82	$5,000.00	$5,400.00
E 101-42100-105	SALARIES - SPECIAL EVENTS	$1,355.32	$2,500.00	$1,482.59	$2,500.00	$2,500.00
E 101-42100-106	SALARIES - TRAINING	$7,996.39	$4,000.00	$4,450.09	$4,000.00	$4,400.00
E 101-42100-121	PERA - EMPLOYER SHARE	$24,802.82	$23,460.00	$15,418.18	$24,565.00	$27,000.00
E 101-42100-122	FICA - EMPLOYER SHARE	$3,718.27	$3,725.00	$2,208.59	$3,720.00	$4,000.00
E 101-42100-130	INSURANCE - MED/DENT/LIFE/DIS.	$38,610.69	$31,920.00	$26,036.96	$55,945.00	$50,230.00
E 101-42100-150	INSURANCE - WORKERS COMP	$5,447.04	$4,840.00	$3,421.33	$6,810.00	$5,390.00
E 101-42100-151	INSURANCE - WORK COMP DEDUCT.	$325.57	$0.00	$0.00	$0.00	$0.00
E 101-42100-152	INSURANCE - W.COMP-PREV YR ADJ	$192.00	$0.00	$0.00	$0.00	$0.00
E 101-42100-200	OFFICE SUPPLIES	$734.10	$500.00	$0.00	$500.00	$500.00
E 101-42100-210	OPERATING SUPPLIES & EXPENSE	$5,414.52	$3,000.00	$4,565.75	$3,000.00	$4,000.00
E 101-42100-212	MOTOR FUELS/LUBRICANT/ADDITIV	$10,371.32	$9,250.00	$4,234.74	$9,250.00	$8,000.00
E 101-42100-220	REPAIR & MAINTENANCE SUPPLIES	$14.99	$0.00	$110.13	$0.00	$0.00
E 101-42100-222	TIRES	$704.23	$0.00	$1,033.23	$1,500.00	$1,000.00
E 101-42100-240	SMALL TOOLS & MINOR EQUIPMENT	$472.00	$0.00	$384.99	$500.00	$500.00
E 101-42100-304	LEGAL	$12,565.00	$12,500.00	$5,956.25	$12,500.00	$12,500.00
E 101-42100-306	SPECIAL OPERATIONS	$197.50	$1,000.00	$0.00	$500.00	$500.00
E 101-42100-307	CONTRACT SERVICES	$2,706.06	$500.00	$1,106.75	$500.00	$1,000.00
E 101-42100-311	CONFERENCE & TRAINING	$1,847.94	$2,500.00	$960.00	$5,500.00	$3,500.00
E 101-42100-321	UTILITIES - TELEPHONE	$3,953.07	$3,270.00	$1,688.54	$3,775.00	$3,500.00
E 101-42100-323	RADIOS/PAGERS/MAINTENANCE	$461.55	$0.00	$0.00	$400.00	$400.00
E 101-42100-331	TRAVEL EXPENSE	$1,109.23	$1,000.00	$842.69	$1,000.00	$1,000.00
E 101-42100-360	INSURANCE - PROPERTY/LIABILITY	$7,754.52	$7,070.00	$4,921.00	$8,435.00	$12,715.00
E 101-42100-361	INSURANCE - PROP/LIAB DEDUCTIB	$250.00	$0.00	$0.00	$0.00	$0.00
E 101-42100-381	UTILITIES - ELECTRIC & WATER	$292.65	$260.00	$130.65	$335.00	$270.00
E 101-42100-383	UTILITIES - NATURAL GAS	$358.90	$355.00	$167.74	$360.00	$320.00
E 101-42100-400	REPAIRS AND MAINT.CONTRACTUAL	$7,505.20	$10,000.00	$1,557.74	$8,000.00	$7,500.00
E 101-42100-418	UNIFORMS PURCHASED	$2,879.08	$3,000.00	$3,188.73	$2,500.00	$2,500.00
E 101-42100-430	MISCELLANEOUS	$1,236.69	$1,000.00	$515.64	$500.00	$500.00
E 101-42100-433	DUES AND SUBSCRIPTIONS	$2,536.42	$2,000.00	$2,104.00	$2,100.00	$1,500.00
E 101-42100-436	TOWING CHARGES-IMPOUND FEES	$95.00	$250.00	$0.00	$500.00	$200.00
E 101-42100-740	TRANSFER TO CAPITAL FUND	$13,000.00	$13,000.00	$0.00	$13,000.00	$5,000.00
DEPT 42100 LAW ENFORCEMENT		$325,567.20	$299,115.00	$181,792.46	$329,035.00	$332,325.00
DEPT 43100 STREETS						
E 101-43100-101	SALARIES - REGULAR	$75,741.86	$75,950.00	$43,487.45	$77,630.00	$81,170.00
E 101-43100-102	SALARIES - OVERTIME	$6,497.93	$5,000.00	$1,786.06	$5,000.00	$5,000.00
E 101-43100-105	SALARIES - SPECIAL EVENTS	$80.03	$500.00	$326.85	$500.00	$500.00

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E 101-43100-121	PERA - EMPLOYER SHARE	$5,874.90	$5,900.00	$3,565.13	$6,235.00	$6,500.00
E 101-43100-122	FICA - EMPLOYER SHARE	$5,687.29	$6,200.00	$3,290.09	$6,360.00	$6,630.00
E 101-43100-130	INSURANCE - MED/DENT/LIFE/DIS.	$36,755.37	$36,490.00	$23,549.54	$45,230.00	$45,050.00
E 101-43100-142	UNEMPLOYMENT COMPENSATION	$602.08	$0.00	$0.00	$0.00	$0.00
E 101-43100-150	INSURANCE - WORKERS COMP	$6,360.54	$5,175.00	$4,229.67	$8,490.00	$6,505.00
E 101-43100-152	INSURANCE - W.COMP-PREV YR ADJ	$109.00	$0.00	$0.00	$0.00	$0.00
E 101-43100-210	OPERATING SUPPLIES & EXPENSE	$2,776.02	$3,450.00	$2,258.02	$3,450.00	$3,450.00
E 101-43100-212	MOTOR FUELS/LUBRICANT/ADDITIV	$10,381.74	$7,250.00	$3,529.80	$8,500.00	$8,500.00
E 101-43100-222	TIRES	$1,075.01	$0.00	$0.00	$500.00	$0.00
E 101-43100-224	STREET MAINTENANCE	$78,983.93	$80,000.00	$2,408.81	$22,000.00	$22,000.00
E 101-43100-225	BOULEVARD of ROSES	$1,585.11	$1,000.00	$1,900.96	$1,500.00	$1,500.00
E 101-43100-311	CONFERENCE & TRAINING	$0.00	$500.00	$0.00	$0.00	$0.00
E 101-43100-321	UTILITIES - TELEPHONE	$665.72	$1,530.00	$426.97	$630.00	$1,180.00
E 101-43100-340	ADVERTISING	$69.70	$0.00	$0.00	$0.00	$0.00
E 101-43100-360	INSURANCE - PROPERTY/LIABILITY	$5,081.03	$5,040.00	$2,989.00	$5,125.00	$4,705.00
E 101-43100-381	UTILITIES - ELECTRIC & WATER	$1,226.56	$1,300.00	$776.82	$1,125.00	$1,340.00
E 101-43100-383	UTILITIES - NATURAL GAS	$4,988.85	$4,485.00	$2,220.13	$5,480.00	$3,840.00
E 101-43100-384	REFUSE	$1,560.00	$2,500.00	$828.00	$1,550.00	$1,600.00
E 101-43100-385	UTILITIES - SEWER CHARGES	$630.95	$775.00	$335.82	$640.00	$680.00
E 101-43100-400	REPAIRS AND MAINT.CONTRACTUAL	$6,866.72	$7,200.00	$6,920.17	$7,200.00	$7,200.00
E 101-43100-414	OSHA/SAFETY CLOTH. & EQUIPMEN	$384.12	$100.00	$491.32	$100.00	$500.00
E 101-43100-417	UNIFORMS	$332.55	$300.00	$191.36	$300.00	$355.00
E 101-43100-418	UNIFORMS PURCHASED	$56.00	$0.00	$76.80	$0.00	$0.00
E 101-43100-430	MISCELLANEOUS	$156.98	$0.00	$0.00	$0.00	$0.00
E 101-43100-501	CAPITAL OUTLAY	$0.00	$0.00	$0.00	$0.00	$5,000.00
E 101-43100-740	TRANSFER TO CAPITAL FUND	$63,504.00	$63,504.00	$0.00	$54,380.00	$55,000.00
DEPT 43100 STREETS		$318,033.99	$314,149.00	$105,588.77	$261,925.00	$268,205.00
DEPT 43160 STREET LIGHTING						
E 101-43160-387	STREET LIGHTS - ALLEYS	$25,881.43	$26,000.00	$13,281.77	$26,000.00	$26,000.00
E 101-43160-388	STREET LIGHTS - MAIN/GUNDER	$4,629.27	$7,000.00	$1,893.37	$5,200.00	$3,900.00
DEPT 43160 STREET LIGHTING		$30,510.70	$33,000.00	$15,175.14	$31,200.00	$29,900.00
DEPT 43250 RECYCLING						
E 101-43250-386	RECYCLING	$43,815.00	$43,500.00	$25,620.00	$43,860.00	$43,900.00
DEPT 43250 RECYCLING		$43,815.00	$43,500.00	$25,620.00	$43,860.00	$43,900.00
DEPT 45124 SWIMMING POOL						
E 101-45124-101	SALARIES - REGULAR	$23,243.64	$24,815.00	$15,617.52	$24,015.00	$23,375.00
E 101-45124-102	SALARIES - OVERTIME	$1,135.23	$1,020.00	$397.31	$1,045.00	$1,100.00
E 101-45124-121	PERA - EMPLOYER SHARE	$83.07	$80.00	$0.00	$640.00	$80.00
E 101-45124-122	FICA - EMPLOYER SHARE	$1,857.79	$2,000.00	$1,225.11	$1,915.00	$1,870.00
E 101-45124-150	INSURANCE - WORKERS COMP	$1,112.52	$910.00	$739.42	$1,480.00	$1,160.00
E 101-45124-152	INSURANCE - W.COMP-PREV YR ADJ	$71.00	$0.00	$0.00	$0.00	$0.00
E 101-45124-200	OFFICE SUPPLIES	$0.00	$200.00	$0.00	$0.00	$100.00
E 101-45124-210	OPERATING SUPPLIES & EXPENSE	$1,948.57	$2,500.00	$2,414.73	$2,500.00	$2,500.00
E 101-45124-211	CLEANING SUPPLIES	$50.56	$250.00	$130.83	$300.00	$250.00
E 101-45124-216	CHEMICALS	$139.86	$0.00	$1,147.33	$500.00	$500.00
E 101-45124-250	MERCHANDISE FOR RESALE	$2,422.99	$3,000.00	$2,365.86	$2,500.00	$3,000.00
E 101-45124-311	CONFERENCE & TRAINING	$1,350.00	$1,000.00	$575.00	$1,300.00	$1,200.00
E 101-45124-321	UTILITIES - TELEPHONE	$376.77	$400.00	$360.60	$275.00	$600.00
E 101-45124-331	TRAVEL EXPENSE	$0.00	$400.00	$410.72	$100.00	$100.00
E 101-45124-340	ADVERTISING	$59.70	$200.00	$89.36	$100.00	$150.00
E 101-45124-360	INSURANCE - PROPERTY/LIABILITY	$3,032.52	$3,000.00	$1,786.00	$3,065.00	$2,940.00
E 101-45124-381	UTILITIES - ELECTRIC & WATER	$3,768.55	$5,035.00	$1,390.49	$4,050.00	$4,450.00
E 101-45124-383	UTILITIES - NATURAL GAS	$5,664.31	$3,100.00	$2,247.82	$5,335.00	$4,500.00
E 101-45124-385	UTILITIES - SEWER CHARGES	$2,293.89	$2,700.00	$1,096.28	$2,430.00	$2,825.00
E 101-45124-400	REPAIRS AND MAINT.CONTRACTUAL	$224.53	$2,500.00	$1,135.75	$2,500.00	$2,500.00

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E 101-45124-418	UNIFORMS PURCHASED	$603.43	$500.00	$485.84	$600.00	$600.00
E 101-45124-430	MISCELLANEOUS	$118.22	$300.00	$158.28	$300.00	$300.00
E 101-45124-433	DUES AND SUBSCRIPTIONS	$0.00	$1,000.00	$715.00	$1,015.00	$720.00
E 101-45124-740	TRANSFER TO CAPITAL FUND	$2,000.00	$2,000.00	$0.00	$2,000.00	$2,000.00
DEPT 45124 SWIMMING POOL		$51,557.15	$56,910.00	$34,489.25	$57,965.00	$56,820.00
DEPT 45200 PARKS						
E 101-45200-101	SALARIES - REGULAR	$7,780.26	$12,500.00	$7,353.70	$12,405.00	$13,350.00
E 101-45200-102	SALARIES - OVERTIME	$775.54	$1,020.00	$0.00	$1,045.00	$1,100.00
E 101-45200-121	PERA - EMPLOYER SHARE	$620.35	$1,000.00	$551.54	$1,010.00	$1,085.00
E 101-45200-122	FICA - EMPLOYER SHARE	$612.70	$1,050.00	$493.55	$1,030.00	$1,105.00
E 101-45200-130	INSURANCE - MED/DENT/LIFE/DIS.	$3,967.20	$5,770.00	$3,998.34	$6,910.00	$7,880.00
E 101-45200-150	INSURANCE - WORKERS COMP	$475.02	$430.00	$296.00	$585.00	$465.00
E 101-45200-210	OPERATING SUPPLIES & EXPENSE	$1,599.98	$1,500.00	$779.83	$1,500.00	$1,500.00
E 101-45200-212	MOTOR FUELS/LUBRICANT/ADDITIV	$686.99	$1,000.00	$374.78	$500.00	$700.00
E 101-45200-311	CONFERENCE & TRAINING	$0.00	$100.00	$0.00	$0.00	$0.00
E 101-45200-340	ADVERTISING	$0.00	$100.00	$0.00	$0.00	$0.00
E 101-45200-360	INSURANCE - PROPERTY/LIABILITY	$4,271.52	$4,110.00	$2,588.00	$4,435.00	$4,300.00
E 101-45200-381	UTILITIES - ELECTRIC & WATER	$1,146.83	$1,300.00	$877.05	$930.00	$1,040.00
E 101-45200-383	UTILITIES - NATURAL GAS	$525.63	$400.00	$242.93	$470.00	$275.00
E 101-45200-385	UTILITIES - SEWER CHARGES	$174.18	$200.00	$56.16	$190.00	$200.00
E 101-45200-400	REPAIRS AND MAINT.CONTRACTUAL	$650.62	$750.00	$131.29	$750.00	$750.00
E 101-45200-501	CAPITAL OUTLAY	$0.00	$1,500.00	$0.00	$0.00	$0.00
E 101-45200-740	TRANSFER TO CAPITAL FUND	$0.00	$0.00	$0.00	$10,000.00	$10,000.00
DEPT 45200 PARKS		$23,286.82	$32,730.00	$17,743.17	$41,760.00	$43,750.00
DEPT 45300 GUNDERSON HOUSE						
E 101-45300-314	MANAGEMENT FEES	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
E 101-45300-360	INSURANCE - PROPERTY/LIABILITY	$3,565.99	$3,535.00	$2,100.00	$3,600.00	$3,485.00
E 101-45300-400	REPAIRS AND MAINT.CONTRACTUAL	$721.97	$500.00	$0.00	$500.00	$500.00
E 101-45300-430	MISCELLANEOUS	$0.00	$500.00	$0.00	$500.00	$500.00
E 101-45300-740	TRANSFER TO CAPITAL FUND	$5,000.00	$5,000.00	$0.00	$5,000.00	$5,000.00
DEPT 45300 GUNDERSON HOUSE		$11,787.96	$12,035.00	$4,600.00	$12,100.00	$11,985.00
DEPT 45400 COMMUNITY GARDEN						
E 101-45400-210	OPERATING SUPPLIES & EXPENSE	$0.00	$0.00	$2,357.52	$0.00	$0.00
DEPT 45400 COMMUNITY GARDEN		$0.00	$0.00	$2,357.52	$0.00	$0.00
FUND 101 GENERAL FUND		$1,127,413.12	$1,092,949.00	$570,299.24	$1,124,470.00	$1,181,050.00
FUND 202 CAPITAL OUTLAY						
DEPT 48100 GEN GOVMNT CAPITAL OUTLAY						
E 202-48100-501	CAPITAL OUTLAY	$14,035.75	$0.00	$0.00	$0.00	$0.00
DEPT 48100 GEN GOVMNT CAPITAL OUTLAY		$14,035.75	$0.00	$0.00	$0.00	$0.00
DEPT 48200 PUBLIC SAFETY CAPITAL OUTLAY						
E 202-48200-501	CAPITAL OUTLAY	$9,875.35	$0.00	$12,597.12	$50,000.00	$50,000.00
DEPT 48200 PUBLIC SAFETY CAPITAL OUTLAY		$9,875.35	$0.00	$12,597.12	$50,000.00	$50,000.00
DEPT 48300 STREETS & HWY CAPITAL OUTLAY						
E 202-48300-501	CAPITAL OUTLAY	$0.00	$0.00	$0.00	$40,000.00	$20,000.00
E 202-48300-601	BOND PRINCIPAL	$0.00	$7,535.00	$0.00	$0.00	$0.00
E 202-48300-611	BOND INTEREST	$0.00	$1,345.00	$0.00	$0.00	$0.00
E 202-48300-719	TRANSFER-INTERFUND	$42,668.00	$0.00	$0.00	$0.00	$0.00
DEPT 48300 STREETS & HWY CAPITAL OUTLAY		$42,668.00	$8,880.00	$0.00	$40,000.00	$20,000.00
DEPT 48500 CULTURE & REC CAPITAL OUTLAY						
E 202-48500-501	CAPITAL OUTLAY	$3,093.92	$0.00	$23,194.03	$25,000.00	$25,000.00
DEPT 48500 CULTURE & REC CAPITAL OUTLAY		$3,093.92	$0.00	$23,194.03	$25,000.00	$25,000.00
FUND 202 CAPITAL OUTLAY		$69,673.02	$8,880.00	$35,791.15	$115,000.00	$95,000.00

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FUND 203 FIRE						
DEPT 42200 FIRE						
E 203-42200-119	ADMIN FEE- FIRE & RESCUE	$157.50	$225.00	$0.00	$225.00	$225.00
E 203-42200-150	INSURANCE - WORKERS COMP	$5,263.98	$4,695.00	$3,305.25	$6,560.00	$5,250.00
E 203-42200-210	OPERATING SUPPLIES & EXPENSE	$5,948.72	$4,120.00	$514.43	$4,120.00	$4,100.00
E 203-42200-212	MOTOR FUELS/LUBRICANT/ADDITIV	$1,566.27	$3,000.00	$862.79	$3,000.00	$3,000.00
E 203-42200-301	AUDITING	$3,000.00	$3,000.00	$0.00	$3,000.00	$3,000.00
E 203-42200-305	MEDICAL	$0.00	$2,500.00	$2,355.00	$2,500.00	$2,500.00
E 203-42200-320	COMMUNICATION	$619.45	$670.00	$323.63	$670.00	$700.00
E 203-42200-321	UTILITIES - TELEPHONE	$623.47	$500.00	$291.08	$580.00	$660.00
E 203-42200-323	RADIOS/PAGERS/MAINTENANCE	$3,273.99	$900.00	$0.00	$750.00	$750.00
E 203-42200-331	TRAVEL EXPENSE	$738.08	$250.00	$0.00	$250.00	$250.00
E 203-42200-340	ADVERTISING	$41.60	$0.00	$0.00	$0.00	$0.00
E 203-42200-341	FIRE DEPT PRACTICE MEALS	$1,390.87	$1,200.00	$1,006.78	$1,400.00	$1,400.00
E 203-42200-342	TRAINING FEES	$1,450.00	$3,000.00	$0.00	$3,000.00	$3,000.00
E 203-42200-343	STATE CONVENTION EXPENSES	$588.00	$2,500.00	$0.00	$2,500.00	$2,500.00
E 203-42200-344	BANQUETS/SPECIAL EVENTS	$1,240.28	$1,000.00	$574.67	$1,000.00	$1,000.00
E 203-42200-360	INSURANCE - PROPERTY/LIABILITY	$3,951.50	$3,820.00	$2,157.00	$3,700.00	$3,390.00
E 203-42200-381	UTILITIES - ELECTRIC & WATER	$2,259.77	$2,340.00	$1,010.98	$2,270.00	$2,350.00
E 203-42200-383	UTILITIES - NATURAL GAS	$3,511.92	$2,000.00	$1,701.38	$3,880.00	$3,220.00
E 203-42200-385	UTILITIES - SEWER CHARGES	$329.58	$375.00	$161.66	$320.00	$330.00
E 203-42200-400	REPAIRS AND MAINT.CONTRACTUAL	$5,003.34	$13,200.00	$3,373.39	$10,000.00	$10,000.00
E 203-42200-418	UNIFORMS PURCHASED	$1,148.04	$4,200.00	$4,287.17	$6,500.00	$6,500.00
E 203-42200-419	STATE AID FORWARD TO FIRE REL.	$29,327.89	$17,000.00	$3,000.00	$17,000.00	$17,000.00
E 203-42200-430	MISCELLANEOUS	$826.18	$1,000.00	$779.92	$1,000.00	$1,000.00
E 203-42200-432	BAD DEBT EXPENSE	$1,500.00	$0.00	$0.00	$0.00	$0.00
E 203-42200-433	DUES AND SUBSCRIPTIONS	$165.00	$250.00	$0.00	$250.00	$250.00
E 203-42200-491	K. FIRE RELIEF ASSOC. DONATION	$4,000.00	$4,000.00	$0.00	$4,000.00	$4,000.00
E 203-42200-520	REPAIRS - BLDG & STRUCTURE	$0.00	$2,000.00	$0.00	$2,000.00	$2,000.00
E 203-42200-740	TRANSFER TO CAPITAL FUND	$25,000.00	$25,000.00	$12,611.00	$50,700.00	$50,000.00
DEPT 42200 FIRE		$102,925.43	$102,745.00	$38,316.13	$131,175.00	$128,375.00
DEPT 42270 FIRST RESPONDERS						
E 203-42270-210	OPERATING SUPPLIES & EXPENSE	$556.55	$500.00	$554.86	$500.00	$500.00
E 203-42270-212	MOTOR FUELS/LUBRICANT/ADDITIV	$804.34	$500.00	$174.88	$750.00	$750.00
E 203-42270-311	CONFERENCE & TRAINING	$375.00	$1,000.00	$0.00	$1,000.00	$1,000.00
E 203-42270-331	TRAVEL EXPENSE	$203.25	$0.00	$0.00	$0.00	$0.00
E 203-42270-360	INSURANCE - PROPERTY/LIABILITY	$38.50	$230.00	$134.00	$230.00	$215.00
E 203-42270-400	REPAIRS AND MAINT.CONTRACTUAL	$62.01	$500.00	$254.18	$500.00	$500.00
E 203-42270-416	MISC. FIRST RESPONDER EXPENSES	$484.40	$2,500.00	$185.00	$2,500.00	$2,500.00
E 203-42270-433	DUES AND SUBSCRIPTIONS	$1,905.00	$250.00	$400.00	$525.00	$520.00
E 203-42270-740	TRANSFER TO CAPITAL FUND	$5,000.00	$5,000.00	$0.00	$5,000.00	$5,000.00
DEPT 42270 FIRST RESPONDERS		$9,429.05	$10,480.00	$1,702.92	$11,005.00	$10,985.00
FUND 203 FIRE		$112,354.48	$113,225.00	$40,019.05	$142,180.00	$139,360.00
FUND 204 LIBRARY						
DEPT 45500 LIBRARY						
E 204-45500-101	SALARIES - REGULAR	$61,617.82	$63,240.00	$37,759.04	$65,875.00	$68,610.00
E 204-45500-121	PERA - EMPLOYER SHARE	$4,322.00	$4,585.00	$2,850.31	$4,940.00	$5,145.00
E 204-45500-122	FICA - EMPLOYER SHARE	$4,415.13	$4,840.00	$2,706.47	$5,040.00	$5,250.00
E 204-45500-130	INSURANCE - MED/DENT/LIFE/DIS.	$32,961.59	$30,270.00	$22,552.33	$36,735.00	$42,600.00
E 204-45500-150	INSURANCE - WORKERS COMP	$394.02	$360.00	$245.58	$485.00	$395.00
E 204-45500-210	OPERATING SUPPLIES & EXPENSE	$1,488.55	$1,300.00	$744.97	$1,300.00	$1,200.00
E 204-45500-300	AUTOMATION	$5,890.80	$6,000.00	$4,066.89	$6,500.00	$7,000.00
E 204-45500-311	CONFERENCE & TRAINING	$0.00	$500.00	$0.00	$250.00	$250.00
E 204-45500-321	UTILITIES - TELEPHONE	$654.46	$500.00	$291.08	$620.00	$660.00

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E 204-45500-331	TRAVEL EXPENSE	$332.17	$500.00	$227.12	$400.00	$400.00
E 204-45500-340	ADVERTISING	$50.50	$100.00	$0.00	$100.00	$50.00
E 204-45500-360	INSURANCE - PROPERTY/LIABILITY	$2,281.49	$2,255.00	$1,348.00	$2,310.00	$2,155.00
E 204-45500-381	UTILITIES - ELECTRIC & WATER	$3,886.00	$4,000.00	$1,841.71	$3,885.00	$3,950.00
E 204-45500-383	UTILITIES - NATURAL GAS	$1,211.35	$1,000.00	$597.80	$1,320.00	$1,080.00
E 204-45500-385	UTILITIES - SEWER CHARGES	$453.21	$430.00	$226.54	$450.00	$440.00
E 204-45500-400	REPAIRS AND MAINT.CONTRACTUAL	$0.00	$250.00	$0.00	$250.00	$250.00
E 204-45500-410	LEASE	$0.00	$0.00	$590.00	$0.00	$1,800.00
E 204-45500-430	MISCELLANEOUS	$41.43	$100.00	$5.28	$100.00	$50.00
E 204-45500-433	DUES AND SUBSCRIPTIONS	$726.62	$700.00	$160.99	$700.00	$400.00
E 204-45500-570	OFFICE EQUIPMENT PURCHASED	$944.74	$1,250.00	$880.47	$1,200.00	$1,200.00
E 204-45500-590	BOOKS	$24,194.85	$24,000.00	$11,786.15	$22,000.00	$22,000.00
DEPT 45500 LIBRARY		$145,866.73	$146,180.00	$88,880.73	$154,460.00	$164,885.00
FUND 204 LIBRARY		$145,866.73	$146,180.00	$88,880.73	$154,460.00	$164,885.00
FUND 205 ECONOMIC DEVELOPMENT AUTHORITY						
DEPT 46500 ECONOMIC DEVELOPMENT AUTHORITY						
E 205-46500-107	SALARIES - EDA BOARD MEMBER	$840.00	$1,000.00	$0.00	$1,000.00	$1,000.00
E 205-46500-122	FICA - EMPLOYER SHARE	$0.00	$80.00	$0.00	$75.00	$80.00
E 205-46500-265	PROPERTY TAX	$1,472.00	$1,490.00	$739.00	$1,470.00	$1,480.00
E 205-46500-304	LEGAL	$0.00	$1,500.00	$0.00	$1,500.00	$1,500.00
E 205-46500-307	CONTRACT SERVICES	$0.00	$1,000.00	$0.00	$1,000.00	$1,000.00
E 205-46500-340	ADVERTISING	$399.00	$500.00	$420.00	$500.00	$500.00
E 205-46500-360	INSURANCE - PROPERTY/LIABILITY	$927.48	$915.00	$548.00	$940.00	$910.00
E 205-46500-400	REPAIRS AND MAINT.CONTRACTUAL	$1,600.50	$250.00	$0.00	$250.00	$250.00
E 205-46500-430	MISCELLANEOUS	$46.00	$50.00	$1,193.48	$50.00	$50.00
E 205-46500-433	DUES AND SUBSCRIPTIONS	$60.00	$250.00	$0.00	$75.00	$75.00
E 205-46500-480	FAÇADE IMPROVEMENTS	$1,451.64	$15,000.00	$283.22	$15,000.00	$10,000.00
E 205-46500-490	DONATIONS	$30.00	$0.00	$0.00	$0.00	$0.00
E 205-46500-492	MAIN STREET BANNERS/HOLIDAY	$1,425.00	$0.00	$0.00	$0.00	$0.00
DEPT 46500 ECONOMIC DEVELOPMENT AUTHORITY		$8,251.62	$22,035.00	$3,183.70	$21,860.00	$16,845.00
FUND 205 ECONOMIC DEVELOPMENT AUTHORITY		$8,251.62	$22,035.00	$3,183.70	$21,860.00	$16,845.00
FUND 230 SPECIAL PURPOSE DONATIONS						
DEPT 42000 PUBLIC SAFETY						
E 230-42000-430	MISCELLANEOUS	$2,202.55	$0.00	$58.33	$0.00	$0.00
DEPT 42000 PUBLIC SAFETY		$2,202.55	$0.00	$58.33	$0.00	$0.00
DEPT 45000 CULTURE & RECREATION						
E 230-45000-346	ROSE FEST	$5,364.17	$0.00	$0.00	$0.00	$0.00
E 230-45000-430	MISCELLANEOUS	$5,851.56	$0.00	$6,292.75	$0.00	$0.00
DEPT 45000 CULTURE & RECREATION		$11,215.73	$0.00	$6,292.75	$0.00	$0.00
FUND 230 SPECIAL PURPOSE DONATIONS		$13,418.28	$0.00	$6,351.08	$0.00	$0.00
FUND 301 2012 G.O. IMP. BONDS-STREETS						
DEPT 47000 DEBT SERVICE						
E 301-47000-601	BOND PRINCIPAL	$7,535.00	$0.00	$7,535.00	$7,535.00	$7,535.00
E 301-47000-611	BOND INTEREST	$1,346.00	$0.00	$1,281.74	$1,515.00	$1,205.00
DEPT 47000 DEBT SERVICE		$8,881.00	$0.00	$8,816.74	$9,050.00	$8,740.00
FUND 301 2012 G.O. IMP. BONDS-STREETS		$8,881.00	$0.00	$8,816.74	$9,050.00	$8,740.00
FUND 307 2007 G.O. REFUNDING BONDS						
DEPT 47000 DEBT SERVICE						
E 307-47000-601	BOND PRINCIPAL	$95,000.00	$95,000.00	$100,000.00	$100,000.00	$75,000.00
E 307-47000-611	BOND INTEREST	$22,130.00	$22,130.00	$18,230.00	$18,230.00	$14,695.00
E 307-47000-620	FISCAL AGENT FEES	$495.00	$425.00	$495.00	$500.00	$500.00

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DEPT 47000 DEBT SERVICE		$117,625.00	$117,555.00	$118,725.00	$118,730.00	$90,195.00
FUND 307 2007 G.O. REFUNDING BONDS		$117,625.00	$117,555.00	$118,725.00	$118,730.00	$90,195.00
FUND 402 2004 SUNSET HOME TAX INCREMENT						
DEPT 48116 TIF #4-4 SUN HOME/ASSIS. LIV.						
E 402-48116-440	TAX INCREMENT ADMIN. FEE	$1,959.36	$1,965.00	$1,004.80	$1,960.00	$2,115.00
E 402-48116-800	REIMBURSEMENTS	$17,634.26	$17,685.00	$9,043.19	$17,635.00	$18,150.00
DEPT 48116 TIF #4-4 SUN HOME/ASSIS. LIV.		$19,593.62	$19,650.00	$10,047.99	$19,595.00	$20,265.00
FUND 402 2004 SUNSET HOME TAX INCREMENT		$19,593.62	$19,650.00	$10,047.99	$19,595.00	$20,265.00
FUND 403 2004 CLINIC(SUN HOME)TAX ABATE						
DEPT 48010 2004 TAX ABATEMENT						
E 403-48010-719	TRANSFER-INTERFUND	$0.00	$0.00	$3,200.44	$0.00	$0.00
E 403-48010-840	TAX ABATEMENT REIMB	$8,778.76	$8,320.00	$0.00	$0.00	$0.00
DEPT 48010 2004 TAX ABATEMENT		$8,778.76	$8,320.00	$3,200.44	$0.00	$0.00
FUND 403 2004 CLINIC(SUN HOME)TAX ABATE		$8,778.76	$8,320.00	$3,200.44	$0.00	$0.00
FUND 409 2006 TRONDHEIM ROAD EXTENSION						
DEPT 43100 STREETS						
E 409-43100-609	LOAN PRINCIPAL	$0.00	$23,935.00	$0.00	$24,850.00	$25,795.00
E 409-43100-722	LOAN INTEREST-INTFND/ELEC FUND	$2,388.07	$2,390.00	$853.76	$1,475.00	$527.00
DEPT 43100 STREETS		$2,388.07	$26,325.00	$853.76	$26,325.00	$26,322.00
FUND 409 2006 TRONDHEIM ROAD EXTENSION		$2,388.07	$26,325.00	$853.76	$26,325.00	$26,322.00
FUND 602 SANITARY SEWER						
DEPT 43256 SEWER						
E 602-43256-101	SALARIES - REGULAR	$36,330.72	$41,500.00	$24,896.03	$43,085.00	$45,035.00
E 602-43256-102	SALARIES - OVERTIME	$6,993.82	$7,000.00	$5,578.71	$7,145.00	$7,485.00
E 602-43256-121	PERA - EMPLOYER SHARE	$3,181.69	$3,500.00	$2,287.19	$3,765.00	$3,940.00
E 602-43256-122	FICA - EMPLOYER SHARE	$3,081.56	$3,700.00	$2,104.01	$3,845.00	$4,020.00
E 602-43256-130	INSURANCE - MED/DENT/LIFE/DIS.	$16,494.65	$17,810.00	$12,189.30	$21,315.00	$22,340.00
E 602-43256-150	INSURANCE - WORKERS COMP	$1,852.50	$1,470.00	$1,268.75	$2,115.00	$2,030.00
E 602-43256-151	INSURANCE - WORK COMP DEDUCT.	$1,000.00	$0.00	$0.00	$0.00	$0.00
E 602-43256-152	INSURANCE - W.COMP-PREV YR ADJ	$33.00	$0.00	$0.00	$0.00	$0.00
E 602-43256-210	OPERATING SUPPLIES & EXPENSE	$2,042.38	$3,100.00	$1,079.81	$3,000.00	$3,000.00
E 602-43256-212	MOTOR FUELS/LUBRICANT/ADDITIV	$465.57	$500.00	$88.60	$500.00	$500.00
E 602-43256-216	CHEMICALS	$5,498.92	$5,000.00	$2,512.94	$8,000.00	$8,000.00
E 602-43256-265	PROPERTY TAX	$912.00	$680.00	$465.00	$915.00	$930.00
E 602-43256-301	AUDITING	$3,000.00	$0.00	$0.00	$0.00	$0.00
E 602-43256-303	ENGINEERING	$9,526.27	$5,000.00	$2,483.50	$1,000.00	$3,500.00
E 602-43256-304	LEGAL	$185.00	$0.00	$8,947.13	$0.00	$200.00
E 602-43256-311	CONFERENCE & TRAINING	$83.00	$1,000.00	$655.00	$750.00	$800.00
E 602-43256-321	UTILITIES - TELEPHONE	$1,604.80	$500.00	$981.85	$1,650.00	$1,880.00
E 602-43256-331	TRAVEL EXPENSE	$113.80	$100.00	$1,001.22	$500.00	$500.00
E 602-43256-340	ADVERTISING	$0.00	$100.00	$0.00	$0.00	$0.00
E 602-43256-360	INSURANCE - PROPERTY/LIABILITY	$6,437.52	$5,980.00	$3,982.00	$6,825.00	$5,920.00
E 602-43256-361	INSURANCE - PROP/LIAB DEDUCTIB	$0.00	$0.00	$2,500.00	$0.00	$0.00
E 602-43256-381	UTILITIES - ELECTRIC & WATER	$33,460.64	$32,240.00	$14,648.60	$33,055.00	$36,340.00
E 602-43256-383	UTILITIES - NATURAL GAS	$4,340.67	$745.00	$2,112.31	$1,670.00	$2,810.00
E 602-43256-384	REFUSE	$884.51	$700.00	$202.21	$1,060.00	$800.00
E 602-43256-385	UTILITIES - SEWER CHARGES	$10,615.37	$16,270.00	$5,794.40	$10,125.00	$12,850.00
E 602-43256-400	REPAIRS AND MAINT.CONTRACTUAL	$24,695.23	$13,000.00	$3,295.35	$10,000.00	$10,000.00
E 602-43256-414	OSHA/SAFETY CLOTH. & EQUIPMEN	$351.52	$100.00	$0.00	$100.00	$100.00
E 602-43256-417	UNIFORMS	$103.15	$100.00	$52.00	$155.00	$100.00
E 602-43256-420	DEPRECIATION	$150,869.61	$180,154.00	$107,800.00	$188,990.00	$186,900.00
E 602-43256-430	MISCELLANEOUS	$16.00	$0.00	$890.76	$0.00	$900.00

Account	Last Dim Descr	2014 Amt	2014 Budget	2015 YTD Amt	2015 Budget	Proposed 1 Budget
E 602-43256-433	DUES AND SUBSCRIPTIONS	$1,450.00	$1,500.00	$1,518.00	$1,500.00	$1,600.00
E 602-43256-580	OTHER EQUIPMENT PURCHASED	$0.00	$2,000.00	$0.00	$0.00	$0.00
E 602-43256-603	BOND PRINCIPAL - 2012 HWY 56	$0.00	$10,725.00	$10,725.00	$10,725.00	$10,725.00
E 602-43256-604	LOAN PRINCIPAL - MRWA	$0.00	$10,185.00	$9,000.00	$18,000.00	$19,000.00
E 602-43256-605	LOAN PRINCIPAL - PFA	$0.00	$52,285.00	$85,343.63	$89,000.00	$86,000.00
E 602-43256-611	BOND INTEREST	$1,878.00	$1,915.00	$9,919.91	$7,575.00	$1,648.00
E 602-43256-612	LOAN INTEREST - PFA	$14,419.96	$18,660.00	$2,910.43	$18,215.00	$16,780.00
E 602-43256-618	BOND INTEREST MRWA GO NOTE	$2,247.50	$1,320.00	$971.50	$1,735.00	$1,205.00
E 602-43256-620	FISCAL AGENT FEES	$450.00	$425.00	$1,250.00	$450.00	$450.00
E 602-43256-750	LOSS ON CAPITAL ASSET	$21,845.00	$0.00	$0.00	$0.00	$0.00
DEPT 43256 SEWER		$366,464.36	$439,264.00	$329,455.14	$496,765.00	$498,288.00
FUND 602 SANITARY SEWER		$366,464.36	$439,264.00	$329,455.14	$496,765.00	$498,288.00
FUND 605 STORM SEWER						
DEPT 43251 STORM SEWER UTIL & MAINT						
E 605-43251-101	SALARIES - REGULAR	$4,775.75	$7,760.00	$4,678.84	$8,110.00	$8,465.00
E 605-43251-121	PERA - EMPLOYER SHARE	$346.29	$565.00	$350.91	$610.00	$635.00
E 605-43251-122	FICA - EMPLOYER SHARE	$334.49	$595.00	$322.83	$620.00	$650.00
E 605-43251-130	INSURANCE - MED/DENT/LIFE/DIS.	$2,214.20	$3,215.00	$2,375.63	$3,805.00	$4,035.00
E 605-43251-150	INSURANCE - WORKERS COMP	$0.00	$0.00	$0.00	$400.00	$325.00
E 605-43251-212	MOTOR FUELS/LUBRICANT/ADDITIV	$359.27	$250.00	$247.07	$400.00	$400.00
E 605-43251-360	INSURANCE - PROPERTY/LIABILITY	$723.01	$700.00	$434.00	$745.00	$700.00
E 605-43251-400	REPAIRS AND MAINT.CONTRACTUAL	$4,199.76	$0.00	$0.00	$500.00	$1,000.00
E 605-43251-420	DEPRECIATION	$24,862.59	$23,515.00	$15,666.00	$23,620.00	$27,400.00
E 605-43251-430	MISCELLANEOUS	$100.32	$1,000.00	$0.00	$0.00	$0.00
E 605-43251-603	BOND PRINCIPAL - 2012 HWY 56	$0.00	$11,165.00	$11,165.00	$11,165.00	$11,165.00
E 605-43251-611	BOND INTEREST	$1,954.00	$1,995.00	$1,091.13	$1,850.00	$1,715.00
DEPT 43251 STORM SEWER UTIL & MAINT		$39,869.68	$50,760.00	$36,331.41	$51,825.00	$56,490.00
FUND 605 STORM SEWER		$39,869.68	$50,760.00	$36,331.41	$51,825.00	$56,490.00
FUND 609 LIQUOR						
DEPT 49750 LIQUOR						
E 609-49750-102	SALARIES - OVERTIME	$14.63	$150.00	$0.00	$150.00	$0.00
E 609-49750-108	SALARIES - FULL-TIME ON-SALE	$9,787.80	$19,440.00	$5,617.00	$10,215.00	$10,720.00
E 609-49750-109	SALARIES - FULL-TIME OFF-SALE	$9,753.80	$9,720.00	$5,755.00	$10,215.00	$10,720.00
E 609-49750-110	SALARIES - PART-TIME ON-SALE	$30,377.65	$26,315.00	$16,577.25	$26,315.00	$26,320.00
E 609-49750-111	SALARIES - PART-TIME OFF-SALE	$12,618.21	$11,280.00	$7,104.25	$11,280.00	$11,280.00
E 609-49750-112	SALARIES - ADMIN	$21,540.29	$13,620.00	$13,134.50	$24,325.00	$25,340.00
E 609-49750-121	PERA - EMPLOYER SHARE	$5,973.21	$5,985.00	$3,708.79	$6,185.00	$6,330.00
E 609-49750-122	FICA - EMPLOYER SHARE	$6,065.64	$6,315.00	$3,624.94	$6,310.00	$6,455.00
E 609-49750-130	INSURANCE - MED/DENT/LIFE/DIS.	$21,417.91	$19,805.00	$14,810.97	$25,450.00	$30,920.00
E 609-49750-150	INSURANCE - WORKERS COMP	$2,257.98	$2,050.00	$1,375.67	$2,775.00	$2,095.00
E 609-49750-200	OFFICE SUPPLIES	$108.44	$250.00	$15.47	$250.00	$100.00
E 609-49750-208	SERV. & PACK. SUPPLIES-ALCOHOL	$1,398.57	$750.00	$1,100.50	$1,500.00	$1,500.00
E 609-49750-210	OPERATING SUPPLIES & EXPENSE	$2,606.20	$2,500.00	$1,472.57	$2,000.00	$2,000.00
E 609-49750-211	CLEANING SUPPLIES	$896.37	$1,000.00	$520.29	$900.00	$900.00
E 609-49750-214	SERVING SUPPLIES - FOOD	$1,249.21	$500.00	$558.54	$800.00	$800.00
E 609-49750-251	LIQUOR	$106,363.65	$100,000.00	$64,785.41	$100,000.00	$110,000.00
E 609-49750-252	BEER	$273,135.50	$265,000.00	$156,772.55	$260,000.00	$260,000.00
E 609-49750-253	WINE	$20,436.21	$17,000.00	$11,543.91	$17,000.00	$17,000.00
E 609-49750-254	SODA, MIX, JUICE	$9,044.47	$11,000.00	$6,329.50	$9,000.00	$9,000.00
E 609-49750-256	TOBACCO	$8,452.26	$9,500.00	$5,575.36	$9,000.00	$9,000.00
E 609-49750-257	FOOD/CONDIMENTS-COMPLIMENTA	$2,516.58	$2,000.00	$1,362.36	$2,000.00	$2,000.00
E 609-49750-258	FOOD/MERCHANDISE FOR RESALE	$19,357.44	$15,300.00	$12,098.66	$15,500.00	$18,000.00
E 609-49750-308	OUTSIDE JANITORIAL SERVICES	$13,088.00	$12,100.00	$8,048.00	$14,080.00	$14,080.00
E 609-49750-309	COMPUTER SUPPORT	$729.03	$3,000.00	$1,400.00	$1,500.00	$2,400.00

Account	Last Dim Descr	2014 Amt	2014 Budget	2015 YTD Amt	2015 Budget	Proposed 1 Budget
E 609-49750-311	CONFERENCE & TRAINING	$627.00	$250.00	$58.93	$500.00	$500.00
E 609-49750-320	COMMUNICATION	$0.00	$0.00	$0.00	$0.00	$300.00
E 609-49750-321	UTILITIES - TELEPHONE	$655.96	$500.00	$402.19	$625.00	$720.00
E 609-49750-325	SECURITY SYSTEM	$1,024.36	$300.00	$196.24	$295.00	$300.00
E 609-49750-327	PEST CONTROL	$689.16	$600.00	$390.36	$760.00	$760.00
E 609-49750-331	TRAVEL EXPENSE	$496.21	$0.00	$0.00	$500.00	$500.00
E 609-49750-332	CHECK VERIFICATION FEES	$180.00	$250.00	$140.00	$240.00	$250.00
E 609-49750-333	FREIGHT or SHIPPING CHARGES	$2,477.32	$2,500.00	$1,675.07	$2,000.00	$2,500.00
E 609-49750-334	CREDIT CARD EXPENSES	$11,321.62	$7,500.00	$7,556.87	$7,500.00	$12,000.00
E 609-49750-340	ADVERTISING	$4,513.14	$2,000.00	$1,562.40	$2,000.00	$2,000.00
E 609-49750-345	SPECIAL EVENTS/ENTERTAINMENT	$4,400.00	$2,500.00	$3,610.00	$3,500.00	$3,500.00
E 609-49750-346	ROSE FEST	$3,808.37	$3,500.00	$2,508.00	$3,500.00	$3,500.00
E 609-49750-360	INSURANCE - PROPERTY/LIABILITY	$4,566.53	$4,535.00	$2,683.00	$4,600.00	$4,290.00
E 609-49750-364	INSURANCE - DRAM LIQUOR LIAB	$6,447.76	$5,965.00	$3,889.00	$7,200.00	$6,850.00
E 609-49750-381	UTILITIES - ELECTRIC & WATER	$11,736.94	$11,645.00	$6,084.15	$11,850.00	$12,800.00
E 609-49750-383	UTILITIES - NATURAL GAS	$929.78	$500.00	$335.97	$1,170.00	$850.00
E 609-49750-384	REFUSE	$2,076.00	$1,100.00	$1,104.00	$2,195.00	$2,200.00
E 609-49750-385	UTILITIES - SEWER CHARGES	$514.25	$575.00	$305.45	$490.00	$1,050.00
E 609-49750-390	TAP CLEANING SERVICE	$460.00	$400.00	$284.00	$500.00	$600.00
E 609-49750-400	REPAIRS AND MAINT.CONTRACTUAL	$2,589.07	$2,250.00	$228.85	$2,250.00	$2,250.00
E 609-49750-418	UNIFORMS PURCHASED	$402.50	$0.00	$267.82	$0.00	$300.00
E 609-49750-420	DEPRECIATION	$21,733.19	$20,880.00	$12,279.00	$21,050.00	$16,070.00
E 609-49750-430	MISCELLANEOUS	$160.68	$100.00	$376.33	$100.00	$100.00
E 609-49750-431	CASH SHORT/OVER	$107.51	$0.00	-$335.32	$0.00	$0.00
E 609-49750-433	DUES AND SUBSCRIPTIONS	$1,087.50	$1,000.00	$125.00	$1,070.00	$1,100.00
E 609-49750-501	CAPITAL OUTLAY	$1,341.30	$2,500.00	$0.00	$0.00	$500.00
E 609-49750-609	LOAN PRINCIPAL	$0.00	$10,830.00	$5,851.47	$11,105.00	$11,580.00
E 609-49750-722	LOAN INTEREST-INTFND/ELEC FUND	$2,602.84	$2,600.00	$865.09	$2,330.00	$1,856.00
E 609-49750-725	TRANSFER TO GENERAL FUND	$0.00	$20,000.00	$0.00	$20,000.00	$20,000.00
DEPT 49750 LIQUOR		$666,138.04	$659,360.00	$395,735.36	$664,080.00	$686,186.00
FUND 609 LIQUOR		$666,138.04	$659,360.00	$395,735.36	$664,080.00	$686,186.00
		$2,706,715.78	$2,704,503.00	$1,647,690.79	$2,944,340.00	$2,983,626.00

KENYON, MN
2016 CITY OF KENYON REVENUE REPORT

Account	Last Dim Descr	2014 Amt	2014 Budget	2015 YTD Amt	2015 Budget	Proposed 1 Budget
FUND 101 GENERAL FUND						
DEPT 00000 GENERAL REVENUE						
R 101-00000-32000	LICENSES AND PERMITS	$4,762.40	$1,000.00	$1,095.00	$5,000.00	$5,000.00
R 101-00000-32110	ALCOHOL LICENSE	$3,450.00	$4,000.00	$2,800.00	$3,700.00	$3,000.00
R 101-00000-32210	BUILDING PERMIT	$2,121.81	$2,000.00	$599.10	$2,200.00	$2,200.00
R 101-00000-32240	ANIMAL LICENSE	$409.00	$500.00	$205.00	$500.00	$500.00
R 101-00000-32250	ANIMAL CONTROL	$0.00	$0.00	$0.00	$800.00	$800.00
R 101-00000-33400	STATE GRANTS & AIDS	$6,913.35	$0.00	$0.00	$0.00	$0.00
R 101-00000-33407	PERA AID	$1,719.00	$1,740.00	$859.50	$1,720.00	$1,720.00
R 101-00000-33900	DIVIDENDS	$2,817.31	$1,000.00	$0.00	$1,000.00	$1,000.00
R 101-00000-34102	ZONING & VARIANCE FEES	$750.00	$300.00	$500.00	$500.00	$500.00
R 101-00000-34107	ASSESSMENT SEARCHES	$1,580.00	$600.00	$420.00	$1,000.00	$1,000.00
R 101-00000-34109	CHARGES FOR SERVICES	$14,108.71	$7,500.00	$4,240.12	$10,000.00	$10,000.00
R 101-00000-34110	TAX INCREMENT ADMIN FE	$1,859.36	$1,800.00	$954.80	$1,860.00	$1,900.00
R 101-00000-34409	REIMBURSEMENTS	$11,524.85	$0.00	$10,000.00	$10,000.00	$10,000.00
R 101-00000-36200	MISCELLANEOUS REVENUE	$722.84	$1,000.00	$250.00	$100.00	$100.00
R 101-00000-36210	INTEREST EARNINGS	$4,618.75	$1,815.00	$1,889.96	$1,335.00	$2,900.00
R 101-00000-36220	RENT - LAND	$0.00	$2,280.00	$2,756.99	$2,755.00	$2,800.00
R 101-00000-39202	TRANSFER FROM ENTERPRI	$0.00	$20,000.00	$0.00	$20,000.00	$20,000.00
DEPT 00000 GENERAL REVENUE		$57,357.38	$45,535.00	$26,570.47	$62,470.00	$63,420.00
DEPT 41000 GENERAL GOVERNMENT						
R 101-41000-31020	DELINQUENT TAXES	$52,524.90	$15,000.00	$13,758.15	$30,000.00	$30,000.00
R 101-41000-31030	MOBILE HOME TAX	$2,594.02	$2,000.00	$491.56	$2,000.00	$2,000.00
R 101-41000-31110	CURRENT AD VALOREM TA	$319,592.84	$331,528.00	$188,254.84	$337,735.00	$371,540.00
R 101-41000-33401	LOCAL GOVERNMENT AID	$516,686.00	$516,686.00	$262,802.00	$525,605.00	$547,290.00
R 101-41000-33422	STATE MARKET VALUE CRE	$849.81	$0.00	$0.00	$0.00	$0.00
DEPT 41000 GENERAL GOVERNMENT		$892,247.57	$865,214.00	$465,306.55	$895,340.00	$950,830.00
DEPT 41100 GENERAL GOVERNMENT						
R 101-41100-31120	TRANSFER-KMU IN LIEU O	$66,692.77	$67,000.00	$33,346.00	$68,000.00	$67,000.00
R 101-41100-31130	SHARED FACILITY - KMU	$39,000.00	$39,000.00	$19,500.00	$39,000.00	$39,000.00
DEPT 41100 GENERAL GOVERNMENT		$105,692.77	$106,000.00	$52,846.00	$107,000.00	$106,000.00
DEPT 42100 LAW ENFORCEMENT						
R 101-42100-32001	LICENSES & PERMITS	$480.00	$400.00	$500.00	$300.00	$300.00
R 101-42100-33404	STATE GRANTS & AIDS	$2,966.61	$0.00	$1,206.70	$1,000.00	$1,000.00
R 101-42100-33421	STATE POLICE AID	$15,231.97	$15,000.00	$0.00	$15,000.00	$15,000.00
R 101-42100-33900	DIVIDENDS	$1,722.76	$1,000.00	$0.00	$1,000.00	$1,000.00
R 101-42100-34108	CHARGES FOR TRAINING	$0.00	$0.00	$0.00	$300.00	$300.00
R 101-42100-34412	REIMBURSEMENTS-POLICE	$1,599.39	$0.00	$981.50	$0.00	$0.00
R 101-42100-35100	FINES/PENALTIES	$5,117.21	$8,000.00	$4,089.89	$5,900.00	$6,000.00
R 101-42100-35210	TOW/IMPOUND FEE REIMB	$0.00	$500.00	$0.00	$500.00	$500.00
R 101-42100-36200	MISCELLANEOUS REVENUE	$850.00	$0.00	$25.00	$0.00	$0.00
DEPT 42100 LAW ENFORCEMENT		$27,967.94	$24,900.00	$6,803.09	$24,000.00	$24,100.00
DEPT 43250 RECYCLING						
R 101-43250-37320	RECYCLING CUSTOMER CH	$44,640.79	$45,200.00	$26,467.03	$43,860.00	$45,000.00
DEPT 43250 RECYCLING		$44,640.79	$45,200.00	$26,467.03	$43,860.00	$45,000.00
DEPT 45124 SWIMMING POOL						
R 101-45124-33900	DIVIDENDS	$502.53	$200.00	$0.00	$200.00	$200.00
R 101-45124-34409	REIMBURSEMENTS	$2,188.95	$0.00	$0.00	$0.00	$0.00
R 101-45124-34720	SWIMMING POOL FEES	$17,841.02	$20,000.00	$20,402.05	$20,000.00	$20,000.00
R 101-45124-34721	SWIMMING POOL CONCESS	$3,410.97	$4,000.00	$3,195.49	$4,000.00	$4,000.00
DEPT 45124 SWIMMING POOL		$23,943.47	$24,200.00	$23,597.54	$24,200.00	$24,200.00

Account	Last Dim Descr	2014 Amt	2014 Budget	2015 YTD Amt	2015 Budget	Proposed 1 Budget
DEPT 45200 PARKS						
R 101-45200-33900	DIVIDENDS	$687.92	$100.00	$0.00	$100.00	$100.00
R 101-45200-34780	PARK RENTAL FEES	$790.67	$500.00	$491.25	$500.00	$500.00
DEPT 45200 PARKS		$1,478.59	$600.00	$491.25	$600.00	$600.00
DEPT 45300 GUNDERSON HOUSE						
R 101-45300-34409	REIMBURSEMENTS	$447.11	$0.00	$0.00	$0.00	$0.00
DEPT 45300 GUNDERSON HOUSE		$447.11	$0.00	$0.00	$0.00	$0.00
DEPT 45400 COMMUNITY GARDEN						
R 101-45400-33404	STATE GRANTS & AIDS	$0.00	$0.00	$2,500.00	$0.00	$0.00
R 101-45400-34760	GARDEN PLOT RENTAL FEE	$0.00	$0.00	$90.00	$0.00	$0.00
DEPT 45400 COMMUNITY GARDEN		$0.00	$0.00	$2,590.00	$0.00	$0.00
FUND 101 GENERAL FUND		,153,775.62	$1,111,649.00	$604,671.93	$1,157,470.00	$1,214,150.00
FUND 202 CAPITAL OUTLAY						
DEPT 00000 GENERAL REVENUE						
R 202-00000-31110	CURRENT AD VALOREM TA	$8,880.00	$8,880.00	$0.00	$0.00	$0.00
R 202-00000-33400	STATE GRANTS & AIDS	$0.00	$0.00	$13,510.50	$0.00	$0.00
R 202-00000-34790	SALE OF EXCESS EQUIPME	$1,000.00	$0.00	$0.00	$0.00	$0.00
R 202-00000-36200	MISCELLANEOUS REVENUE	$2,850.00	$0.00	$0.00	$0.00	$0.00
R 202-00000-36210	INTEREST EARNINGS	$2,853.93	$2,350.00	$2,185.52	$1,340.00	$2,950.00
R 202-00000-39201	TRANSFER FROM GENERAL	$7,000.00	$7,000.00	$0.00	$34,000.00	$17,000.00
R 202-00000-39203	TRANSFER FROM SP.REVEN	$30,000.00	$30,000.00	$12,611.00	$55,700.00	$55,000.00
R 202-00000-39208	TRANSFER FROM GENERAL	$13,000.00	$13,000.00	$0.00	$13,000.00	$5,000.00
R 202-00000-39209	TRANSFER FROM GENERAL	$63,504.00	$64,379.00	$0.00	$54,380.00	$55,000.00
DEPT 00000 GENERAL REVENUE		$129,087.93	$125,609.00	$28,307.02	$158,420.00	$134,950.00
DEPT 48300 STREETS & HWY CAPITAL OUTLAY						
R 202-48300-36200	MISCELLANEOUS REVENUE	$10,629.44	$0.00	$0.00	$0.00	$0.00
DEPT 48300 STREETS & HWY CAPITAL OUTLAY		$10,629.44	$0.00	$0.00	$0.00	$0.00
FUND 202 CAPITAL OUTLAY		$139,717.37	$125,609.00	$28,307.02	$158,420.00	$134,950.00
FUND 203 FIRE						
DEPT 00000 GENERAL REVENUE						
R 203-00000-31110	CURRENT AD VALOREM TA	$23,240.32	$23,240.00	$18,090.00	$36,180.00	$37,450.00
R 203-00000-33400	STATE GRANTS & AIDS	$3,000.00	$0.00	$3,000.00	$3,000.00	$3,000.00
R 203-00000-33420	STATE FIRE AID	$26,327.89	$17,000.00	$0.00	$17,000.00	$17,000.00
R 203-00000-33900	DIVIDENDS	$678.02	$500.00	$0.00	$500.00	$500.00
R 203-00000-34200	FIRE - TOWNSHIP CONTRA	$69,558.36	$69,380.00	$14,756.60	$83,430.00	$79,300.00
R 203-00000-34411	REIMBURSEMENT-FIRE SUP	$2,000.00	$3,000.00	$1,850.00	$2,000.00	$2,000.00
R 203-00000-36210	INTEREST EARNINGS	$161.00	$105.00	$85.00	$70.00	$110.00
DEPT 00000 GENERAL REVENUE		$124,965.59	$113,225.00	$37,781.60	$142,180.00	$139,360.00
FUND 203 FIRE		$124,965.59	$113,225.00	$37,781.60	$142,180.00	$139,360.00
FUND 204 LIBRARY						
DEPT 00000 GENERAL REVENUE						
R 204-00000-31110	CURRENT AD VALOREM TA	$101,770.00	$101,770.00	$55,675.00	$111,350.00	$121,675.00
R 204-00000-33620	SELCO / COUNTY AID	$42,953.98	$42,955.00	$20,845.83	$41,690.00	$41,200.00
R 204-00000-33900	DIVIDENDS	$377.36	$100.00	$0.00	$100.00	$100.00
R 204-00000-34109	CHARGES FOR SERVICES	$0.00	$0.00	$68.77	$0.00	$500.00
R 204-00000-35103	LIBRARY FINES	$1,115.85	$1,000.00	$611.85	$1,000.00	$1,000.00
R 204-00000-36200	MISCELLANEOUS REVENUE	$388.65	$250.00	$46.73	$250.00	$250.00
R 204-00000-36210	INTEREST EARNINGS	$86.58	$105.00	$48.00	$70.00	$160.00
R 204-00000-36230	DONATIONS	$0.00	$0.00	$500.00	$0.00	$0.00
DEPT 00000 GENERAL REVENUE		$146,692.42	$146,180.00	$77,796.18	$154,460.00	$164,885.00
FUND 204 LIBRARY		$146,692.42	$146,180.00	$77,796.18	$154,460.00	$164,885.00

Account	Last Dim Descr	2014 Amt	2014 Budget	2015 YTD Amt	2015 Budget	Proposed 1 Budget
FUND 205 ECONOMIC DEVELOPMENT AUTHORITY						
DEPT 00000 GENERAL REVENUE						
R 205-00000-31110	CURRENT AD VALOREM TA	$14,300.00	$14,300.00	$6,305.00	$12,610.00	$10,875.00
R 205-00000-33900	DIVIDENDS	$152.77	$0.00	$0.00	$0.00	$0.00
R 205-00000-35100	FINES/PENALTIES	$3,389.20	$0.00	$200.00	$0.00	$0.00
R 205-00000-35106	LEASE-NAPA STORE	$5,400.00	$5,400.00	$3,150.00	$5,400.00	$5,400.00
R 205-00000-35107	LEASE - HANKE	$3,600.00	$1,800.00	$1,800.00	$3,600.00	$0.00
R 205-00000-36210	INTEREST EARNINGS	$501.97	$535.00	$396.00	$250.00	$570.00
DEPT 00000 GENERAL REVENUE		$27,343.94	$22,035.00	$11,851.00	$21,860.00	$16,845.00
FUND 205 ECONOMIC DEVELOPMENT AUTHORITY		$27,343.94	$22,035.00	$11,851.00	$21,860.00	$16,845.00
FUND 230 SPECIAL PURPOSE DONATIONS						
DEPT 00000 GENERAL REVENUE						
R 230-00000-36210	INTEREST EARNINGS	$157.79	$105.00	$122.00	$60.00	$160.00
DEPT 00000 GENERAL REVENUE		$157.79	$105.00	$122.00	$60.00	$160.00
DEPT 42000 PUBLIC SAFETY						
R 230-42000-36340	DONATIONS-PUBLIC SAFET	$6,198.00	$0.00	$1,620.00	$0.00	$0.00
DEPT 42000 PUBLIC SAFETY		$6,198.00	$0.00	$1,620.00	$0.00	$0.00
DEPT 45000 CULTURE & RECREATION						
R 230-45000-36330	DONATIONS-CULTURE & RE	$14,413.33	$0.00	$8,124.21	$0.00	$0.00
DEPT 45000 CULTURE & RECREATION		$14,413.33	$0.00	$8,124.21	$0.00	$0.00
FUND 230 SPECIAL PURPOSE DONATIONS		$20,769.12	$105.00	$9,866.21	$60.00	$160.00
FUND 301 2012 G.O. IMP. BONDS-STREETS						
DEPT 47000 DEBT SERVICE						
R 301-47000-31110	CURRENT AD VALOREM TA	$0.00	$0.00	$4,525.00	$9,050.00	$8,738.00
R 301-47000-36210	INTEREST EARNINGS	$0.00	$0.00	$15.00	$0.00	$0.00
R 301-47000-39200	INTERFUND OPERATING TR	$42,668.00	$0.00	$0.00	$0.00	$0.00
DEPT 47000 DEBT SERVICE		$42,668.00	$0.00	$4,540.00	$9,050.00	$8,738.00
FUND 301 2012 G.O. IMP. BONDS-STREETS		$42,668.00	$0.00	$4,540.00	$9,050.00	$8,738.00
FUND 307 2007 G.O. REFUNDING BONDS						
DEPT 00000 GENERAL REVENUE						
R 307-00000-31110	CURRENT AD VALOREM TA	$117,555.00	$117,555.00	$59,365.00	$118,730.00	$89,693.00
R 307-00000-36101	SPECIAL ASSESSMENTS	$641.96	$0.00	$0.00	$0.00	$0.00
DEPT 00000 GENERAL REVENUE		$118,196.96	$117,555.00	$59,365.00	$118,730.00	$89,693.00
FUND 307 2007 G.O. REFUNDING BONDS		$118,196.96	$117,555.00	$59,365.00	$118,730.00	$89,693.00
FUND 402 2004 SUNSET HOME TAX INCREMENT						
DEPT 00000 GENERAL REVENUE						
R 402-00000-31050	TAX INCREMENTS	$19,593.61	$19,650.00	$10,047.99	$19,600.00	$20,170.00
R 402-00000-39206	TRSFR FROM DEBT SERVIC	$0.00	$0.00	$3,060.76	$0.00	$0.00
DEPT 00000 GENERAL REVENUE		$19,593.61	$19,650.00	$13,108.75	$19,600.00	$20,170.00
FUND 402 2004 SUNSET HOME TAX INCREMENT		$19,593.61	$19,650.00	$13,108.75	$19,600.00	$20,170.00
FUND 403 2004 CLINIC(SUN HOME)TAX ABATE						
DEPT 00000 GENERAL REVENUE						
R 403-00000-31110	CURRENT AD VALOREM TA	$8,320.00	$8,320.00	$0.00	$0.00	$0.00
DEPT 00000 GENERAL REVENUE		$8,320.00	$8,320.00	$0.00	$0.00	$0.00
FUND 403 2004 CLINIC(SUN HOME)TAX ABATE		$8,320.00	$8,320.00	$0.00	$0.00	$0.00
FUND 409 2006 TRONDHEIM ROAD EXTENSION						
DEPT 00000 GENERAL REVENUE						

Account	Last Dim Descr	2014 Amt	2014 Budget	2015 YTD Amt	2015 Budget	Proposed 1 Budget
R 409-00000-31110	CURRENT AD VALOREM TA	$23,745.00	$23,745.00	$11,490.00	$22,980.00	$26,076.00
R 409-00000-36101	SPECIAL ASSESSMENTS	$2,477.40	$2,580.00	$949.76	$3,345.00	$2,850.00
DEPT 00000 GENERAL REVENUE		$26,222.40	$26,325.00	$12,439.76	$26,325.00	$28,926.00
FUND 409 2006 TRONDHEIM ROAD EXTENSION		$26,222.40	$26,325.00	$12,439.76	$26,325.00	$28,926.00
FUND 602 SANITARY SEWER						
DEPT 00000 GENERAL REVENUE						
R 602-00000-31110	CURRENT AD VALOREM TA	$92,552.00	$92,552.00	$51,562.50	$103,125.00	$99,007.00
R 602-00000-33900	DIVIDENDS	$1,000.80	$100.00	$0.00	$100.00	$100.00
R 602-00000-34407	UTILITY CONNECTION FEES	$4,220.00	$1,700.00	$0.00	$1,690.00	$880.00
R 602-00000-34409	REIMBURSEMENTS	$2,580.10	$0.00	$0.00	$0.00	$0.00
R 602-00000-36101	SPECIAL ASSESSMENTS	$4,909.96	$2,540.00	$3,987.23	$4,055.00	$3,500.00
R 602-00000-36105	SPECIAL ASSESS. -DEL UTIL	$216.30	$0.00	$0.00	$35.00	$10.00
R 602-00000-36200	MISCELLANEOUS REVENUE	$1,681.50	$0.00	$850.10	$0.00	$0.00
R 602-00000-36210	INTEREST EARNINGS	$4,387.29	$3,420.00	$3,062.99	$1,980.00	$3,560.00
R 602-00000-37200	SANITARY SEWER CHARGE	$277,250.00	$280,000.00	$158,361.37	$283,000.00	$280,000.00
DEPT 00000 GENERAL REVENUE		$388,797.95	$380,312.00	$217,824.19	$393,985.00	$387,057.00
FUND 602 SANITARY SEWER		$388,797.95	$380,312.00	$217,824.19	$393,985.00	$387,057.00
FUND 605 STORM SEWER						
DEPT 43251 STORM SEWER UTIL & MAINT						
R 605-43251-33900	DIVIDENDS	$117.37	$0.00	$0.00	$0.00	$0.00
R 605-43251-36105	SPECIAL ASSESS. -DEL UTIL	$114.00	$0.00	$0.00	$0.00	$5.00
R 605-43251-36210	INTEREST EARNINGS	$2,212.84	$2,140.00	$1,476.68	$1,200.00	$2,020.00
R 605-43251-37202	STORM SEWER MAINT. FE	$39,810.38	$40,000.00	$23,055.86	$40,000.00	$40,000.00
R 605-43251-37203	STORM SEWER UTILITY FE	$262.24	$260.00	$152.88	$260.00	$260.00
DEPT 43251 STORM SEWER UTIL & MAINT		$42,516.83	$42,400.00	$24,685.42	$41,460.00	$42,285.00
FUND 605 STORM SEWER		$42,516.83	$42,400.00	$24,685.42	$41,460.00	$42,285.00
FUND 609 LIQUOR						
DEPT 00000 GENERAL REVENUE						
R 609-00000-33900	DIVIDENDS	$759.18	$500.00	$0.00	$500.00	$500.00
R 609-00000-36200	MISCELLANEOUS REVENUE	$920.00	$0.00	$330.68	$0.00	$300.00
R 609-00000-36210	INTEREST EARNINGS	$227.22	$105.00	$204.00	$60.00	$320.00
R 609-00000-36221	PULL TAB RENT-SNOWDRIF	$8,735.20	$9,000.00	$5,917.20	$8,700.00	$10,000.00
R 609-00000-36230	DONATIONS	$0.00	$0.00	$3,500.00	$0.00	$0.00
R 609-00000-36250	ATM REVENUE	$1,202.63	$1,500.00	$666.56	$1,100.00	$1,200.00
R 609-00000-37811	LIQUOR-OFF-SALE	$109,674.00	$100,000.00	$62,918.74	$100,000.00	$112,000.00
R 609-00000-37812	BEER - OFF-SALE	$272,190.46	$270,000.00	$160,835.51	$270,000.00	$280,000.00
R 609-00000-37813	WINE - OFF-SALE	$25,338.50	$20,000.00	$14,402.61	$20,000.00	$25,000.00
R 609-00000-37815	OTHER MERCHANDISE-OFF	$7,585.58	$7,700.00	$5,469.26	$7,800.00	$9,000.00
R 609-00000-37816	TOBACCO SALES	$8,285.25	$8,000.00	$5,784.25	$8,000.00	$10,000.00
R 609-00000-37820	MACHINE COMMISSIONS	$4,239.25	$4,000.00	$2,802.10	$4,000.00	$5,000.00
R 609-00000-37900	ROSE FEST	$0.00	$4,500.00	$0.00	$0.00	$0.00
R 609-00000-37911	LIQUOR/WINE ON-SALE	$121,649.18	$120,000.00	$71,358.73	$120,000.00	$130,000.00
R 609-00000-37912	BEER ON-SALE	$107,295.42	$105,000.00	$59,987.47	$110,000.00	$110,000.00
R 609-00000-37916	FOOD-ON SALE	$18,565.17	$15,000.00	$12,103.75	$17,000.00	$21,000.00
DEPT 00000 GENERAL REVENUE		$686,667.04	$665,305.00	$406,280.86	$667,160.00	$714,320.00
FUND 609 LIQUOR		$686,667.04	$665,305.00	$406,280.86	$667,160.00	$714,320.00
		,946,246.85	$2,778,670.00	$1,508,517.92	$2,910,760.00	$2,961,539.00

CITY OF KENYON 2016 LEVY BUDGET SUMMARY

	2015	2016		
		% of increase over 2015 Levy		
		2%	5%	7%
General Fund	$336,735	$373,540	$396,540	$411,540
GO (2012 Hwy 56/CSAH 12 project) Bond Debt	$9,050	$8,735	$8,735	$8,735
Fire Department & First Responders	$36,180	$37,450	$37,450	$37,450
Library	$111,350	$121,675	$121,675	$121,675
Economic Development Authority	$12,610	$10,875	$10,875	$10,875
GO (2007 Refund.-Public proj.) Bond Debt	$118,730	$90,190	$90,190	$90,190
Trondheim Road Extension	$22,980	$23,475	$23,475	$23,475
Sanitary Sewer - Bond Debt	$103,125	$99,060	$99,060	$99,060
REVENUES W/O TAXES	$909,670	$923,070	$923,070	$923,070
EXPENSES	($1,660,430)	($1,688,070)	($1,711,070)	($1,726,070)
PROPOSED LEVY	**$750,760**	**$765,000**	**$788,000**	**$803,000**

RESOLUTION 2016-13
CITY OF KENYON
COUNTY OF GOODHUE
STATE OF MINNESOTA

A RESOLUTION ADOPTING THE 2016 PRELIMINARY BUDGET AND LEVY

BE IT RESOLVED by the Council of the City of Kenyon, Minnesota, Goodhue County, that the 2016 preliminary budget be adopted as presented; and

BE IT RESOLVED that the following sums be certified to the Goodhue County Auditor as the preliminary amounts to be levied upon the taxable property in the City of Kenyon, County of Goodhue, State of Minnesota, for the year payable 2016 for the following:

	Net Levy
General Purpose	**$590,275**
Bond Indebtedness	**$212,725**
Total Levy	**$803,000**

Adopted by the City Council on this 8th day of September, 2015.

Michael Engel
Mayor

ATTEST:

Mark R. Vahlsing
City Administrator

City of Kenyon

Agriculture Land Lease

2013-2015

City of Kenyon
709 2nd Street
Kenyon, MN 55946

AGRICULTURE LAND LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

6. **Maintenance of leased property. a.** Tenant, at Tenant's own cost and expense shall keep and maintain the property in good order. Tenant shall not permit any waste or nuisance on the leased property. In the event the property is not properly maintained, the City may, after notifying

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

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

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

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

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

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

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

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

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

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

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

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

e. The Tenant shall coordinate with the City to plow fields identified for application of biosolids prior to the end of each crop season.

f. The Tenant shall allow access to the property by the City and its agents during all reasonable hours for the purpose of examining the property to ascertain compliance with the terms and conditions of this lease and for any other lawful purpose including, but not limited to, exhibiting the property for sale.

g. The Tenant shall not remove or move any existing structures or improvements made to the property by the City. The Tenant may not store equipment on the property for periods exceeding one week without coordinating such storage with the City.

h. The Tenant shall pile rocks or other items, including but not limited to brush and trees, taken out of any field in areas designated by the City. The Tenant shall pay all costs related to brush or tree removal, rock removal, etc., including transportation to a disposal site.

i. Tenant shall not permit or authorize use of the property by any party for recreational purposes (e.g., hunting, ATV riding, etc.)

j. The leased premises are approved by the Minnesota Pollution Control Agency as a sewage/sludge land spreading facility and are subject to the rules and regulations of the agency. All use of the leased premises by Tenant shall conform to the terms of the permit and other applicable statutes and regulations.

k. Tenant shall not use the premises to grow food chain crops, including crops grown for human consumption, and feed for animals whose products are consumed by humans.

l. Crop rotations of continuous row crops shall keep soil erosion within maximum allowable soil limitations on the premises in an attempt to increase soil productivity.

m. Crop residue shall be incorporated into the soil surface.

n. Tenant shall provide, upon request by City, accurate documentation of all herbicides and pesticides used on the property. City reserves the right to prohibit the placement of any herbicides and/or pesticides on the land.

o. Tenant agrees to leave the land chisel plowed or receive advance approval from the City to leave it in any other condition prior to the termination of this lease.

p. Tenant agrees to cultivate the premises in a careful manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect any fruit or shade trees thereon, and to commit no waste or damage on the premises and to suffer none to be done by any other parties.

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

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

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

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

a. Tenant fails to pay money owed to City under this lease when due, and such failure continues for ten (10) days after written notice from City to Tenant.

b. Tenant uses the premises for any purpose not expressly authorized by this lease and such default continues for ten (10) days following written notice from City to Tenant.

c. Tenant fails to allow an inspection in accordance with the terms and conditions of this lease and such default continues for ten (10) days following written notice from City to Tenant.

d. Tenant assigns, subleases or transfers this Lease except as otherwise permitted, and such default continues for ten (10) days following written notice from City to Tenant.

e. Tenant fails to carry the insurance required under this lease; any insurance required under this lease is cancelled, terminated, expires or is reduced or materially changed so as to not comply with this lease, or City receives notice of any such conditions, and such failure continues for a period of ten (10) days following written notice from City to Tenant.

f. Tenant vacates or abandons the premises, and such default continues for ten (10) days following written notice from City to Tenant.

g. Tenant fails to discharge, by payment or bond, any lien or encumbrance placed upon the premises in violation of this lease within thirty (30) days following written notice from City to Tenant that any such lien or encumbrance is filed against the premises and/or improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

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

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

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

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

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

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

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

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

Tenant:	Earl Fredrickson 715 Home Street PO Box 16 Kenyon, MN 55946	**Owner:**	City of Kenyon 709 2nd Street Kenyon, MN 55946

Notice is deemed given (i) two business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

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

CITY OF KENYON

By: Diane K. Barrett
Diane K. Barrett
Mayor

EARL FREDRICKSON

By: Earl A Fredrickson
Earl Fredrickson

Attest:

Pamela Blow
Pamela Blow
Deputy City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF GOODHUE)

The foregoing instrument was acknowledged before me this 31 day of December, 2012, by Diane K. Barrett, Mayor, and Pamela Blow, Deputy City Clerk of the CITY OF KENYON, a Minnesota municipal corporation, on behalf of the corporation.

LEE G. SJOLANDER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

Notary Public

The foregoing instrument was acknowledged before me this 28 day of December, 2012, by Earl Fredrickson as Tenant.

RICHARD J. WELLER
Notary Public-Minnesota
My Commission Expires Jan 31, 2017

Notary Public

416088 SJR KE200-47

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A

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

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