1. Call To Order by the Mayor.
   1.1 Roll Call
   1.2 Determination of a Quorum
   1.3 Pledge of Allegiance

2. Meeting opened to the Public, welcome by Mayor Scholtes.
   2.1 Jayson Fenske – Local Option Sales Tax
   2.2 Brett Osborn – Go-Karts

3. Approval of the Minutes.
   3.1 Minutes from the Work Session and Council Meeting of Monday, September 21, 2020

   4.1 Ag Center Hiring
      a. Ag Center Custodian hiring approval (Devin Greenside)

5. Correspondence.

   6.1 Potentially Dangerous Dog
   6.2 726 West 1st Street
      a. Public Hearing Letter
   6.3 Allen & Sonjia Hanson Variance Request

7. Reports from Staff Members.
   7.1 City Attorney, FLG Law, Ltd. (Frundt).
      a. APX Purchase Agreements
      b. Ordinance 20-02
      c. DEED
   7.2 City Engineer, Bolton & Menk, Inc. (Brown).
      a. Project Updates
   7.3 Library Director Updates.
      a. Library Director Monthly Report
      b. Library Board Recommendation

8. Reports from Boards and Commissions. (See attachment in Committee report section).
   8.1 Library Board Liaison (Cole). Special Meeting 9-30-2020
   8.2 Economic Development Authority Liaison (Scholtes & J. Huisman). Meeting 10-8-2020
   8.3 Housing and Redevelopment Authority Liaison (Scholtes). Meeting 10-12-2020
   8.4 Senior Center Board Liaison (Cassem).
   8.5 Faribault County Fitness Center Board Liaison (Erichrud).
   8.6 Board of Public Works Liaison (Warner).
   8.7 Other Boards and Commissions.
a. Joint Fire Service Advisory Board (Erichsrud).
b. Planning Commission (Scholtes) **Minutes 9-17-2020 & Meeting 10-1-2020**
c. Charter Commission (Scholtes).
d. Board of Zoning Adjustments and Appeals (City Council).
e. Board of Building Appeals (Gaylord).
f. Joint Airport Zoning Board (Gaylord).
g. Blue Earth Airport Advisory Commission (Warner).
h. Board of Review (City Council).
i. Joint Animal Control (Kennedy/Fletcher)

9. **Reports from Standing Committees of the Council.**
   9.1 Parks & Recreation Subcommittee (Gaylord-Chair). **Meeting 10-14-2020**
   9.2 Street Improvement Subcommittee (Erichsrud)

10. **Old Business.**
   10.1 Small Cities Development Grant.
       a. Affirmative Action Policy
       b. Conflict of Interest Policy
       c. Contract for CEDA Administrative Services
       d. Drug Free Policy
       e. Excessive Force Policy
       f. Fair Housing Policy
       g. Owner Housing Policy and Procedures
       h. Program Income Plan
       i. Residential Antidisplacement Plan
       j. Resolution 2020-19 Blue Earth Policies
       k. Section 3 Plan
   10.2 Covid-19 Updates.
       a. CARES Act Coronavirus Relief Funds
   10.3 Amend Preliminary Levy Resolution Number (20-18)

11. **New Business.**
   11.1 BEFD Compeer Financial Grant Award
   11.2 REV
       a. Subcommittee of City Council
   11.3 Baptist Church request
   11.4 Resolution 20-20 Blue Earth Taxable GO Tax Abatement Bonds Set Sale and Parameters.

12. **Transfer of Funds and Other Budgetary Matters.**
   12.1 Investment Schedule

13. **Payment of Claims and Approval of Claims and Appropriations.**
   13.1. Consideration of payment of the bills

14. **City Administrator's Report.**
   14.1 Payroll summary 9-23-20
   14.2 Administrator Report
       a. Next Work Session Agenda Items

15. **Adjournment.**
By Order of the Blue Earth City Council
Mary Kennedy – City Administrator
Post @ City Hall- Friday, October 2, 2020 through Monday, October 5, 2020
Distribute to Mayor & Councilmembers-Media & file
Blue Earth 0.5 Percent Sales And Use Tax

Starting October 1, 2019, the City of Blue Earth will have a 0.5 percent sales and use tax. The Minnesota Department of Revenue will administer this tax. Revenues will provide funding for constructing and funding sewer plant improvements, street reconstruction projects, and recreational amenities in the Ordinance No. 19-17.

This 0.5 percent sales tax applies to retail sales made into Blue Earth. The use tax applies to taxable items used in the City if the local sales tax was not paid.

For more information, see Fact Sheet 164, *Local Sales and Use Taxes*.

**Who must register**

All retailers who have a taxable presence (nexus) in Blue Earth even if an out-of-state retailer or marketplace and are registered for Minnesota sales tax. This includes all sellers outside Blue Earth if they have a taxable presence such as:

- Have an office, distribution, sales, sample or warehouse locations, or other place of business in Blue Earth, either directly or by a subsidiary.
- Perform taxable services in Blue Earth.
- Ship taxable items into Blue Earth, including all sales made using the internet, mail order, or telephone.
- An out-of-state retailer that exceeds Minnesota sales tax thresholds and make sales into Blue Earth.

For more information about taxable presence, see Form ABR, Minnesota Application for Business Registration.

**Registering for the tax**

If you file Sales and Use Tax returns online, you can register for this tax either before or when you file your October 2019 return.

**To register before you file:**

1. Log in to e-Services and access your Sales and Use Tax account.
2. In the I Want To section, select **Manage locations**.
3. In the Existing Locations list, select the **Location Code number** for the location you want to edit.
4. Select **Edit Location** at the bottom of the page. If the General Information and the NAICS code are correct, select **Next**.
5. If the address information is correct, select **Next**.
6. Select **Next** to bypass End Local Sales and Other taxes.
7. Select the check box for **Blue Earth sales** and **Blue Earth use**. Select **Next**.
8. Review the page and verify the new local tax is listed under Local Sales and Other Taxes — Blue Earth sales and Blue Earth use. If the new tax is listed, select **Submit**.
9. Review and print the Confirmation Summary. You can then select **Close**.

**To register when you file:**

You can add a local tax when filing a return:
Blue Earth 0.5 Percent Sales And Use Tax

1. Select the link Add a Tax Line at the bottom of the return.
2. From the Tax Type Column, select the dropdown menu to select the local tax you need to add.
3. Enter the taxable dollar amount for the local tax.

The new tax will be on your return the next time you file.

If you file by phone
You must register for this tax before you file your return. To register, call 651-282-5225 or email us at salesuse.tax@state.mn.us. If you send an email, include your Minnesota Tax ID Number.

Reporting the tax
Report the Blue Earth sales and use tax when you report your Minnesota Sales and Use tax. Each local tax is reported on a separate line of your return. Blue Earth sales tax is line number 614; Blue Earth use tax is line number 615.

Use tax
Blue Earth use tax applies when you are located in the City and you buy items or services without paying the Blue Earth sales tax.

Use tax is similar to sales tax and the rates are identical. It is based on your cost of taxable purchases. Common examples of when you owe use tax are when you:

- Buy items on the internet, by phone, or from any business for use in Blue Earth and the seller doesn’t charge the local tax.
- Buy items for resale at your business in Blue Earth and then remove some of the items from inventory for business or personal use.

Calculating the tax
To calculate the tax:

1. Add the 6.875 percent state sales tax rate and the 0.5 percent Blue Earth tax rate.
2. Apply the combined 7.375 percent rate, plus any other local taxes that apply, to the sales price. For more information, see Fact Sheet 164S, Special Local Taxes.
3. Round the total to the nearest full cent.

You can download a 7.375 percent rate chart from our website or call us to request a paper rate chart.

When to charge the tax
Charge the Blue Earth sales tax when customers buy taxable items or services in the City, unless they give you a valid exemption certificate.

The tax applies to purchases for business or personal use, even if the customer is from elsewhere or takes the items out of Blue Earth.

Exemption certificates
Blue Earth 0.5 Percent Sales And Use Tax

If a customer gives you a completed exemption certificate for state sales tax, also use that certificate as proof of exemption from the Blue Earth sales and use tax.

Local governments
Local governments do not pay the Blue Earth sales and use tax (or other local general sales taxes). No exemption certificate is necessary. State sales tax may apply.

Transitional Sales
Blue Earth sales and use tax applies to sales on or after October 1, 2019, but the tax does not apply to the following:

- Lease payments for tangible personal property and motor vehicles that include periods before October 1, 2019. (The tax does apply to payments for periods that begin on or after that date.)
- The purchase of tangible personal property ordered before October 1, 2019, if the transfer of title or possession is prior to that date.
- The purchase of taxable services, including utility services, if the billing period includes charges for services furnished before and after October 1, 2019. (But the tax does apply if the billing period begins with services furnished on or after that date.)
- The purchase of admission tickets if they are paid for before October 1, 2019, even if the event occurs after that date.
- The purchase of construction materials used to complete a lump sum or fixed price construction contract that was signed and enforceable before October 1, 2019, but only if all the following are true:
  - The contract does not provide for an allocation of future taxes.
  - The materials are used exclusively in performing the contract.
  - The materials are delivered before April 1, 2020.

Information and Assistance
Call: 651-296-6181 or 1-800-657-3777 (toll-free)
Fax: 651-556-3102
Email: salesuse.tax@state.mn.us
Write: Minnesota Revenue
Sales and Use Tax Division
Mail Station 6330
St. Paul, MN 55146-6330

Or visit our website at www.revenue.state.mn.us
What's new in 2017
Starting July 1, 2017, purchases of fiber and conduit used to provide telecommunications or pay television services are exempt from sales tax.

This fact sheet explains how sales tax applies to:
- telecommunication services
- ancillary services associated with telecommunication services
- pay television services (previously known as cable television and direct satellite services)
- equipment used directly in providing these services
- The services listed above are taxable whether provided by a telecommunications service provider (telephone company) or by any other seller.

Taxable telecommunications services
Telecommunications services means the electronic transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points. Examples of telecommunications services include:
- air-to-ground radiotelephone service
- local and long distance telephone service
- mobile telecommunication service
- postpaid calling service
- prepaid calling service
- prepaid wireless calling service
- private communications services

Data processing and information services
Data processing and information services that allow data to be generated, acquired, stored, processed, or retrieved and delivered electronically are not taxable telecommunications services when the purchaser’s primary purpose is the processed data or information.

Air-to-ground radiotelephone services
Air-to-ground radiotelephone services (radio telecommunications services in aircraft) are taxable.

Fax services
Fax services and electronic fax services are taxable.

Local and long distance telephone service
Local and long distance telephone service, including international service, and 800 and 900 telephone service, is taxable.

911 emergency charges
911 emergency telephone charges, Telephone Assistance Plan (TAP), and Telecommunications Access Minnesota Fund (TAM) charges are not taxable.

Mobile telecommunication services
Mobile telecommunications services including mobile radio, cellular telephone, satellite communications, paging, cellular roaming charges, and beeper services are taxable.

Prepaid calling services
Prepaid calling services including prepaid wireless calling services are taxable.

Prepaid telephone calling cards
Prepaid telephone calling cards and fees to recharge them are taxable.

Private communication service
Private communication services means a telecommunication service that entitles the customer to exclusive or priority use of a communication channel or group of channels between or among termination points, regardless of the manner in which the channel or channels are connected, and includes switching capacity, extension lines stations, and any other services that are provided in connection with the use of the channel or channels.

Private communications services are taxed based on where the customer channel termination points are located. A customer channel termination point is the location where the customer either inputs or receives the communications.
If all of the customer channel termination points are located in the same taxing jurisdiction, the sale is subject to the sales tax imposed in that jurisdiction. When customer channel termination points are located in more than one taxing jurisdiction, the charges are prorated to the different taxing jurisdictions based on the number of termination points in each jurisdiction. For more information, see Minnesota Statutes 297A.669, subd. 3(d).

**Private communication service**
Private communication service purchased by an agent acting on behalf of the state lottery is not taxable.

**Ring tones**
Ring tones are taxable. Ring tones are digitized sound files (digital products) downloaded onto a device to alert the customer of a communication. Ring tones do not include digital audio files not stored on a communication device.

Ring tones were not taxable from October 1, 2011 through June 30, 2013, and were taxable prior to October 1, 2011.

**Telegraph services**
Telegraph services are taxable. Telegraph services include any process of providing transmission and reproduction over a distance of documentary matter, such as written or printed matter, fixed images, or information by the use of a signal code.

**Telephone answering services**
Telephone answering services are taxable if they are automated. Answering services provided by live operators are not taxable.

**Teletype services**
Teletype services are taxable. A teletypewriter is a printing telegraph instrument that has a signal-actuated mechanism for automatically printing received messages.

**Voice over Internet Protocol (VOIP)**
VOIP services are taxable.

**Taxable related services**

**Ancillary services**
Ancillary services associated with or incidental to telecommunications services are taxable. Ancillary services include, but are not limited to the following:
- Conference bridging services (teleconferencing) – services that link participants of an audio or video conference call and may include providing a telephone number. Conference bridging service does not include telecommunications services used to reach the conference bridge.
- **Detailed telecommunications billing service** – service of separately stating information pertaining to individual calls on a customer’s bill.
- **Directory services** – providing telephone number and/or address information.
- **Vertical services** – advanced calling features such as caller ID, call waiting, conference calls, and conference bridging services.
- **Voice mail service** – services that allow customers to store, send, or receive recorded messages. Voice mail service does not include vertical services required to utilize the voice mail service.

**Pay television service**
Pay television service is taxable. Beginning July 1, 2013, pay television service replaces the terms cable television service and direct satellite service. Pay television service includes all “pay” television services regardless if delivery is via cable, direct satellite, or otherwise.

Pay television means transmission of video, audio, and all other programming services to subscribers. All programming services including subscriptions to basic, extended, premium, pay-per-view, digital video recorder (DVR) services, and music services are taxable.
It also includes point-to-multipoint distribution direct to home satellite services by which programming is transmitted or broadcast by microwave or other equipment directly to the subscriber's premises.

**Direct satellite service**
Direct satellite service is included in the definition of pay television service. This pay television service transmits or broadcasts by satellite directly to the subscribers premises. Examples of services broadcast directly by satellite include television, security, phone, or music.

Federal law exempts direct-to-home satellite (DTH) services from any tax or fee imposed by local governments. Direct-to-home satellite service is subject to state sales or use tax, but is not subject to local sales or use tax.

**Teleconference services**
Teleconference services (audio or video) are taxable.
Sourcing rules

Sourcing rules are rules for determining which taxing jurisdictions involved in a sale may impose sales or use tax. The following rules apply to sales of telecommunications and related services.

Mobile telecommunication services, ancillary services and other services that are not billed on a call-by-call basis, such as prepaid calling services, cable television service and direct satellite service, are subject to the sales tax rate imposed in the taxing jurisdiction at the customer’s place of primary use. “Place of primary use” is defined as the residential street address or the primary business street address of the customer.

Telecommunications services that are billed on a call-by-call basis (price is measured by each individual call) are sourced as follows:

- When the call originates and terminates in the same taxing jurisdiction, the call is subject to the sales tax rate imposed in that jurisdiction.
- When the call either originates or terminates at the customer’s service address, the call is subject to the sales tax rate imposed in the jurisdiction where the service address is located.
- When the call is paid for using a credit or debit card, or is charged to a telephone number not associated with the origination or termination point, the call is subject to the sales tax rate imposed in the taxing jurisdiction where the call originated.

See the section on page 1 titled “Private communication service” for the special sourcing rules that apply to those services.

Taxable charges

All charges for telecommunications services and for ancillary services associated with telecommunications services must be included in the sales price when determining the amount subject to sales tax, except separately stated charges for 911 emergency system, Telephone Assistance Plan (TAP), Telecommunications Access Minnesota Fund (TAM) which provides access services for communications impaired persons (formerly known as TACIP), and federal excise tax imposed directly on the consumer. Examples of taxable charges include:

- call forwarding
- call waiting
- caller ID
- custom calling
- connection and disconnect charges
- demand charges
- detailed billing charges
- directory assistance charges
- FCC fees
- fixed or basic monthly charges
- franchise fees
- hookup fees
- line charges
- local telephone number portability
- minimum charges
- one-time charges
- priority calling
- reconnection fees
- service charges
- standby fees
- surcharges
- TDD charges
- universal service fees
- voice mail/messaging

Note: Federal excise tax directly imposed on the customer is not included in the base price subject to sales tax if it is separately stated on the customer’s bill.

Internet access charges

Internet access charges are not taxable when they are separately stated from other taxable charges. Charges for telephone line access used only for internet access are not taxable. If the provider charges for access to one telephone line and that line will be used for both telecommunications services and internet access, the following rules apply:

- If the provider separately states the charges for each on the billing statement, the internet access charge is exempt. The telephone line charge is taxable.
- If the provider charges a single charge for both internet access and the telephone line charge on the billing statement the entire charge is taxable, unless the service provider has books and records to reasonably identify the charges for internet access as described below in “Bundled services.”

Bundled services

Telecommunications services providers sometimes sell taxable telecommunications services along with internet access for a monthly lump-sum or bundled charge.

Since the state is currently prohibited by federal law from taxing internet access, telecommunications services providers that can reasonably identify the charges
for internet access from books and records kept in the regular course of business are allowed to deduct that amount from the sales price before applying sales tax to the bundled charge. This applies only to the amount attributable to internet access charges. Any other non-taxable charges included in the bundled price remain taxable.

Resale
Telecommunication charges purchased solely for resale, or to be used as a component of another telecommunication service to be sold at retail, may be purchased exempt. This includes purchases of telecommunications services by an internet service provider to provide internet service to subscribers. To claim exemption, provide the seller with a completed Form ST3, Certificate of Exemption. Specify the Resale exemption.

Telecommunications and pay television machinery and equipment
Starting April 1, 2014, machinery and equipment are exempt when purchased or leased for use directly by a telecommunications or pay television service provider to provide services that are sold at retail.

This machinery and equipment was taxable July 1, 2013 - March 31, 2014. (It was exempt before July 1, 2013.)

Note: Pay television means “cable television and direct satellite.”

What machinery and equipment qualifies?
Telecommunications and pay television machinery and equipment includes, but is not limited to:

1. Machinery, equipment, and fixtures utilized in receiving, initiating, amplifying, processing, transmitting, retransmitting, recording, switching, or monitoring telecommunications or pay television services, such as computers, transformers, amplifiers, routers, bridges, repeaters, multiplexers, and other items performing comparable functions;

2. Machinery, equipment, and fixtures used in the transportation of telecommunications or pay television services, radio transmitters and receivers, satellite equipment, microwave equipment, fiber, conduit, and other transporting media, but not wire, cable, or poles. Fiber and conduit became exempt July 1, 2017. Previously, fiber and conduit were taxable.

3. Ancillary machinery, equipment, and fixtures that regulate, control, protect, or enable the machinery in items 1 and 2 above to accomplish its intended function, such as auxiliary power supply, test equipment, towers, heating, ventilating, and air conditioning equipment necessary to the operation of the telecommunications or pay television services equipment; and software necessary to the operation of the telecommunications or pay television services equipment; and

4. Repair and replacement parts, including accessories, whether purchased as spare parts, repair parts, or as upgrades or modifications to qualified machinery or equipment.

What machinery and equipment does not qualify?
Machinery and equipment is taxable when used by the following service providers:

- Internet service providers (ISPs), because they provide data processing and information services.
- Radio and television stations, and others that provide free services because they are not selling their telecommunications services.
- Coin-operated telephones and telephone access charges.

Coin-operated telephones
Owners of coin-operated telephones must collect and pay sales tax on the gross receipts from charges for telephone service. Since the tax is included in the gross receipts, owners may subtract the tax from the total receipts when reporting the sales. For instructions on how to subtract sales tax from your receipts, see the Minnesota Sales and Use Tax Instruction Booklet. Owners of coin-operated telephones must pay tax on the purchase of the phones. However, charges for line service for the phones may be purchased exempt by giving the seller a completed Form ST3, Certificate of Exemption. Specify the Resale exemption.

Telephone access charges
Charges by hotels and other lodging establishments to guests for access to telephone services are taxable. Charges to guests for the actual cost of telephone services are not taxable if the charge is separately stated on the guest’s bill because the actual charge from the phone company to the hotel includes the sales tax.

Many hotels use “call accounting systems” to track and determine the amount to charge guests for long distance telephone calls. Using these systems, the hotel may not
know how much the actual telephone service costs until they receive their bill from the telephone company. In this situation, the hotel must charge sales tax on the total amount billed to guests for the long distance telephone service.

The hotel must also continue to pay sales tax on the purchases of telephone service from the telephone company. However, the hotel is allowed to make an adjustment to the taxable amount reported on the sales tax return to subtract the amount billed by the telephone company for the actual cost of long distance calls made by guests. This practice is only allowable when the hotel can distinguish between telephone calls billed to guests and their own administrative costs for telephone service.

Legal References
Minnesota Statutes 297A.61
  subd. 3(i), Sale and purchase
  subd. 4(m), Retail sale/bundled transaction
  subd. 24, Telecommunications services
  subd. 25, Pay television service
  subd. 26, Private communication service
  subd. 38, Bundled transaction
  subd. 39, Ancillary services
  subd. 40, Conference bridging service
  subd. 41, Detailed telecommunications billing service
  subd. 42, Directory assistance
  subd. 43, Vertical service
  subd. 44, Voice mail service
  subd. 45, Ring tone
Minnesota Statutes 297A.669, Telecommunications and related services sourcing

Revenue Notices
02-14, Exemption for Purchases of Telecommunications Equipment – Internet Service Providers
03-10, Telecommunications Services
05-03, Voice over Internet (VOIP) Service
08-02, Internet Access Charges

Other Fact Sheets
103, Capital Equipment
142, Sales to Governments
164, Local Sales and Use Taxes
177, Digital Products
Call to order.
Scholtes called the meeting to order at 4:30 p.m.

Roll call.
Mayor Scholtes noted that Councilmembers Gaylord, Huisman and Erichsrud were present. Absent Councilmembers Cassem and Warner. Councilmember Cole (via teleconference)

Staff present: City Attorney David Frundt and City Administrator Mary Kennedy.

Public present: Chuck Hunt-Faribault County Register and Echo Roggenkamp.

Old Business
Kennedy addressed the 2021 Budget spreadsheet that she and Roggenkamp have been working on updating with the help from Mayor Scholtes. Kennedy provided additional information on the line items that had been discussed and had changed to the budget since the previous work session meeting. Staff did incorporate some additions to the Public works, EDA, HRA and Airport making them more reflective of what is in the line item. In years past the revenues were added in making the percentages lower, currently they do have some significant increase in the percentages. Scholtes explained that on the Public Works side its at 1 million dollars vs $927,000.00 last year making it an 8% increase, with it only being a $80,000.00 increase. Scholtes reminded the Council to keep in mind that the EDA and HRA also have revenues coming in to offset those numbers. Scholtes exampled the EDA with the revenues line item with 0’s as a place holder suggesting that with the revenues in place it will make a big change to the percentage, by doing it this way we will be able to see the whole picture. Next, Scholtes indicated that he has not heard anything from the state if there will be any cuts in the LGA going forward. Gaylord questioned when we will know for sure what the LGA will look like this year. Kennedy indicated that at this time it is certified as of now unless they change it or make cuts for everyone across the board. Scholtes mentioned that in 2009 the state had taken a bunch of money back. At this time the city is slated to get $2 million dollars depending on what the state does in terms of needing to make any or no cuts, staff will continue to watch things closely to make
sure that any changes made would be known as a group. Kennedy indicated that the departments heads have been very realistic and responsible, watching their department budgets and not making any out of line request. Currently the preliminary levy is at a 12.3% increase over last year. Huisman questioned the library and the matter that had been tabled at the last Council meeting. Scholtes reviewed the library budget $201,000.00 for the year, with the average expenditure of $18,000.00 per month and being 9 months into the year with the current balance of $110,000.00 with the library way down in expenses, the Senior Center too is way under budget, reason being less staffing and hired services as well as other funding because of COVID-19 covered expenses. Gaylord question the pool/fitness center, Kennedy indicated that those numbers have not been put in but will add those for the next meeting, suggesting that the pool budget is deceiving because of the repairs expenses, currently the pool is just under $300.00 under budget, Scholtes inquired what the revenues for the pool this last summer with the COVID suggesting possibly getting the numbers in. The updates in the numbers each month will continue to allow staff/ Council to see where the numbers are at. Scholtes question if there was anything else that the Council was wanting or any suggestions. Kennedy indicated that she did bump up the parks & rec budget and added a $10,000.00 placement holder to carry over, showing an increase to that budget beside the funded projects that have been discussed. Next, Scholtes addressed the funds for the COVID-19 that were allocated, suggesting that Kennedy is working on bids to update the Council Chamber to be able to practice improved Zoom & Teams meetings. Gaylord question qualifications on type of items this fund could be used for and if this is something that would fall under that. Scholtes agreed that it is for times when meetings are not advised. Gaylord questioned how much of the COVID funds are remaining, Scholtes indicated that $50,000.00 is left to remaining funds. Scholtes suggested that the ideas are good and having the options of possibilities of even having alternative of streaming of the meetings. Kennedy mentioned that she is still waiting on bids from Midwest IT. Kennedy included that she would also like to request leaving $5 to $10 Thousand for any sanitation, PPE and if anyone were to fall ill between now and November we have some funds set aside. Scholtes questioned the ordering of 2 additional laptops for city staff to be able to work from home because of being quarantined, letting staff to continue to work.

**New Business**

Mayor Scholtes adjourned the Work Session at 4:48 p.m.
CALL TO ORDER
Mayor Scholtes called the meeting to order at 5:00 P.M.

ROLL CALL
Councilmembers Gaylord, Huisman, Erichsrud and Mayor Scholtes were present. Councilmember Cole (via teleconference).
Absent: Councilmembers Cassem and Warner.

Staff members present: City Attorney David Frundt, City Engineer Wes Brown, and City Administrator Mary Kennedy.

DETERMINATION OF A QUORUM
Quorum present.

PLEDGE OF ALLEGIANCE
Mayor Scholtes led the pledge of allegiance.

MEETING OPEN TO THE PUBLIC
Chuck Hunt-Faribault County Register, Ann Hanna, Shelly Greimann, Ron Childs, Randy Anderson, and David Greer.

Scholtes brought forth the additional item being added to the meeting open to the public with the library director Eva Gaydon, indicating that Gaydon is requesting the return of part-time staff and returning to normal business hours before to it was prior to COVID. Gaydon explained that currently the library is still only open 15 hours a week and that she is still the only staff working. Gaylord questioned the times of operation, Gaydon indicated that the library is only open from 1pm-4pm. Scholtes questioned regular business hours Monday-Thursday 10am-8pm and Fridays 10pm-5pm and Saturdays 10am-3pm. Huisman inquired Gaydon’s plans for restructure after the last months. Gaydon explained the duties of staff and current projects that had to go through situational changes to meet the guidelines of COVID for example eliminating parts of the children’s program and items that can be added to staff work list. Gaylord questioned cross training staff from the library and senior center to assist each other, Gaydon indicated that staff already assist one another, the feeling is that she is busy with multiple tasks and would like assistance. Scholtes suggested bringing back 1
staff for 5 days at 3 hours a week, pointing that COVID still exists, suggesting leaving the opening time for 1pm and possibly setting hours for later with the need being later in the day for the kids that are in school making this a more beneficial program. Library Board member Randy Anderson recommended more open library hours for people needs. Scholtes recommended setting up a meeting to discuss recommendations for the Council, in the meantime granting 1 additional staff member to return for a total of 15 hrs. for week.

Next, Shelly Greimann and David Greer request for parking spaces for downtown business. Greer addressed the poor parking issues he is seeing and is requesting lines and handicap parking be remarked. Greer informed the Council the need for additional parking on the south side of Main street and adding signage of parking. Greimann alluded that she felt that there should be time limited for parking. Scholtes recommended adding angled parking on 7th street and Main and designating them ½ hour parking. Scholtes advised sending the information down to the street committee meeting to discuss for further recommendations.

Katie Grev 207 South Gorman Street letter of sewer forgiveness, Grev is asking for relief to her sewer portion of her sewer bill due to a outside spicket being left on, Scholtes reviewed the sewer portion of the bill with the additional amount for forgiveness being $52.46.

Motion by Gaylord, second by Erichsrud to approve the one-time forgiveness of $52.46 of Katie Grev sewer bill due to a leaking outdoor faucet. The motion was approved unanimously.

Scholtes next requested 10.2 under new business be moved at this time. Legred addressed the Council with the Twins Grant that was awarded to the Baseball Association, recapping that the fields are a shared field agreement on 14th Street between the City, Baseball Association, and the School. The conversations have been about the fence on 14th Street on the southside ballfields, these talks started a couple years ago with the previous administrator. In 2015 the youth baseball association purchased the fence, in 2017 purchased another fence and in 2019 the association decided to look to see how to get another year out of the fence bring us to 2020 with the hope to receive a grant from the MN Twins and look to have the city help purchase a permanent fence for the replacement. The Association was granted
$5,000.00 to put toward the project. Legred reviewed the bids with the Council, with the remaining potion of the fence cost after the grant is about $7,000.00. currently the MN Twins is looking for an answer if there will be use of the grant funds. Legred back in March had asked the MN Twins for an extension of the grant funds due to COVID, the Twins granted the request but are looking for answers at this time. Scholtes indicated that the grant should be used with the possibility of using the additional funds from the liquor store. Kennedy questioned timeline for the use of grant, Legred indicated that the Spring of next year it would have to be used. Gaylord questioned the city paying for half and the school pay for the other half. Legred suggested that he had addressed this with the school, Huisman and Scholtes both agreed that at this time with the school’s budget cuts they have other priorities and will not have the funding to assist.

Motion by Huisman, second by Gaylord to accept the bid of $11,690.00 with $5,000.00 in grant money and $7,000.00 from the Liquor Store fund. The motion was approved unanimously.

Approval of the Minutes
Approval of the Minutes from the Work Session and City Council Meeting of Tuesday, September 8, 2020.

Motion by Gaylord, second by Huisman to approve the minutes from the Work Session and City Council Meeting of Tuesday, September 8, 2020. The motion was approved unanimously.

CONSENT AGENDA, LICENCES AND PERMITS
No permits

Correspondence
September 2020 Newsletter and Menu

Public Hearing
Next, Scholtes addressed they preliminary memo and budget worksheets with Resolution 20-17 Setting Preliminary Levy Hearing with the levy at 1,880,069.00 a 12.7 % increase and the hearing set for December 7, 2020 at 6pm.

Motion by Gaylord, second by Huisman to approve Resolution 20-17 Setting Preliminary Levy Hearing. The motion was approved unanimously.
REPORTS FROM STAFF

City Attorney David Frundt: Frundt addressed the APX Purchase Agreements with the discussions with APX with moving forward with the starting of the projects on housing, the request came in that they be allowed to be phased in on the purchase of the lots that they are buying in the housing development. Currently they were not able to give dates, Frundt suggested that he went ahead and prepared some purchase agreements that are staggered out every 6 months to move the agreements forward, with the first one closing in the near future. Frundt mentioned that staff had not heard from APX with Kennedy trying to reach out to them during the process of drawing up the drafts, contacting anyone that they could think of with no response and wanting to update the Council with that information. Currently there are no signed purchase agreements. Kennedy indicated that she did hear from APX finally this day, and there were questions relating to soil and surveys.

Next, Frundt addresses a property that had been brought to our attention at 726 West 1st Street for city code nuisances. Holland had legal concerns with garbage, furniture, and personal property with being able to mow the property. Frundt suggested to mow it, making the ordinance in effect appropriately, with the ability in emergency situations to actually remove garbage, the city does have authority to remove the garbage and have the removal assessed back to the owner of the property. The city does not have the authority to remove personal property items maybe broken but may maintain value. The city may still get a court order to be able to clean up the property. Frundt Recommended scheduling a public hearing, sending the property owner the notice of the hearing for October 5th at the next Council meeting.

Motion by Gaylord, second by Erichsrud to set the hearing date for October 5, 2020 for 726 West 1st Street. The motion was approved unanimously.

City Engineer Wes Brown: Brown provided project updates with work being done at the airport with the completion of the joint sealing repairs and moving onto the concrete paneling. The Leland Parkway project contractors are finishing with the underground work, with a crew on site working on phase 3 and the grading being worked on in the trail area. Brown noted that paving is scheduled to begin in mid to late October.

Brown reported that the 2020 Sailor Street project concrete crews will return in the week to finish curb and driveways. The preparation for the sod installation is also moving forward.
Next, Brown addressed the proposed 2021 street projects consisting of 10th and Nicollet, and Walnut Street from 6th to 2nd along with the west side of 3rd Street including 2 blocks of Hood Street. Brown reviewed the proposed engineering agreements with the Council indicating that there are 2 agreements, suggesting that there is a possibility that they may be on a different time schedules depending on how the work proceeds, the project involving different groups of neighborhoods suggesting holding them separately rather then together, indicating that when the project goes out for bid if it would make sense to combine the contracts or whatever will make more sense to the Council. Brown discussed types of concepts and how the project will potentially be able to be reconstructed with issues of underground work. Brown implied that there are a lot of details that will need to be worked out with numerous water and storm sewer lines running under private properties. Erichsrud expressed concerns with the project and how to proceed, mentioning that there are a lot of elderly people with issues and concerns. Scholtes added that at this time as of right now the Council is only authorizing Brown to complete the research and get the information on the project, not confirming that the city will do that project.

Motion by Gaylord, second by Erichsrud to approve Addendum #3. The motion was approved unanimously. The motion was approved unanimously.

Motion by Gaylord, second by Erichsrud to approve Addendum #4. The motion was approved unanimously.

Brown brought forth the Safe Routes to School – Joint Powers Agreement for the railroad crossing. Brown reviewed the federal funds and timelines to complete the project. Once the Leland Parkway construction is completed it includes part of the SRTs project with that part included of some parts of North Main street with the pediatrician access improvement going north including the railroad crossing on Main with the SRTS standards with fencing. The railroad is requesting an agreement be signed for the engineering review of the project on their part of the project with a $10,000.00 not to exceed that number, mentioning that the one on Leland Parkway was $800.00 with the agreement not exceeding $25,000.00. Information was delivered to Daily at the County addressed this with the city and with the city to reimburse the County.

Motion by Gaylord, second by Erichsrud to approve the repayment to the County for the railroad engineering services and not to exceed $10,000.00. The motion was approved unanimously.
Monthly Liquor Sales.
Senior Center Report.

REPORTS FROM BOARDS AND COMMISSIONS
Economic Development Authority Minutes 8-13-20.
Housing and Redevelopment Authority Minutes 8-10-20
Planning Commission Minutes 7-9-20 & Meeting 10-01-2020

REPORTS FROM STANDING COMMITTEES OF THE COUNCIL
Street Improvement Subcommittee Minutes 8-23-20

Motion by Gaylord, second by Huisman approving the reports from the Boards and Commissions. The motion was approved unanimously.

Old Business
Scholtes addressed the Covid-19 Updates. Kennedy update the Council on information recently received making them aware of how to spend the CARES act funding, indicating that a local government can no longer share the allocated funds with other governments, so the city can not give the funds to the school if chosen to. Gaylord questioned where the funds would go. Kennedy indicated that it would go to the County to give back to the federal government. Kennedy reviewed amount remaining of $59,000.00 with some city projects that would be qualified expenditures for the remaining funds with quotes for laptops for City Hall staff explaining if staff were to have to quarantine, they would have the laptops to continue to work from home, quotes for a television for conferencing center, update cleaning supplies example vacuums exc., bottle filling stations for the Ag Center drinking fountains and updating the chamber and possible the Ag Center conference room with video/ audio upgrades conferencing, possible automatic door locks for the Ag Center with the EDA getting possible quotes for this item for consideration. Kennedy requested between $5 to 10,000.00 be held until the last meeting before the funds are due to be spent for city staff discretion. Kennedy did review quotes for the expense items. Hanna questioned the EDA door locks and how it could be related to COVID, Kennedy reminded that it was a EDA request and recommendation. Gaylord reviewed an item list from UHD that he had requested from them in regards to the CARES fund, Gaylord suggested that at the last meeting it seemed that the city had additional funds through the CARES money so he went to UHD to see what else they could use to help obtain with the COVID funds. UHD made suggestions of a freezer to keep the vaccine
stable when it received. Scholtes suggested it was a good idea with remaining funds and will look at the request with the remaining funds when we know more.

Next, Scholtes brought forth the auditing firm RFP. Kennedy reviewed the discussion from the last Council meeting giving the Councilmembers time to review the information, suggesting the RFP is the same that was used in the last time the city went out for bids just updated to reflect the current year. Clifton & Larson is currently the city auditors and could be low bidder again but the feeling it would be worth seeing what else is offered. Huisman suggested that it keeps it competitive.

Motion by Gaylord, second by Huisman to send out the RFP request for auditor for the next 3 years. The motion was approved unanimously.

New Business
Scholtes addressed the Suicide Proclamation. Proclaiming September 2020 as National Suicide Prevention Month.

Transfer of Funds and Other Budgetary Matters.
2020 Investment Schedule September

Payment of Claims and Approval of Claims and Appropriations.
Consideration of payment of the bills.

Motion by Gaylord, second by Gaylord to pay the bills. The motion was approved unanimously.
Gaylord questioned a check for relocating animals. Kennedy indicated that she would follow up and have that information for Councilmember Gaylord.

City Administrator's Report.
Payroll summary from 8-26-20.

Kennedy added to her administrator report, Mentioning the Police Chief Fletcher had asked to inform the Council that there would be a level 3 sex offender moving to town and made aware of this on Friday evening, not having the time to address the information with the Council. Law Enforcement will be doing a recorded notice of the information for the public on Tuesday, September 22nd at 9am with the video published by late Thursday.
Next, Kennedy addressed interviews for the Ag Center position on September 22nd. Hanna questioned how many interviews for the Ag Center, Kennedy indicated that there would be 2.

Kennedy added that the County did approve the purchase of the Bruce Stensland property. Scholtes mentioned a meeting with Stensland that he and Kennedy had earlier in the day, revealing they did discuss expectations that the city has with city codes and code enforcement.

Motion by Gaylord, second by Huisman to adjourn the meeting. The motion was approved unanimously. Scholtes adjourned the City Council Meeting at 6:30 p.m.
Owner's Request for Waiving Rights

In the Matter of: ____________________________

Request for Hearing
ICR# __________________

Owner's Name ____________________________

Address ____________________________

City, State Zip ____________________________

Phone Number ____________________________

I, ____________________________, on the _____ day of ______, 20____, waive my right to a have a hearing in front of the Blue Earth city officials and my right to comply with the following:

Immediate Requirements:

a. **Microchip Identification.** The dog must have a microchip identification implanted. Makotah Vet Clinic in Blue Earth does provide this service locally.

b. **Proper Enclosure.** The dog shall be kept in a proper enclosure. The proper enclosure means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

   If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash under physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

c. **Digital Photograph.** You must provide a photograph of the dog for official record at City Hall. Digital format is preferred but not required.

d. **Warning Symbol.** The City will provide a warning sign that you must clearly post on your property to inform children that there is a dangerous dog on the property. This may be posted on the proper enclosure, on a freestanding post, on your front door or other visible location.

e. **Tag.** The dangerous dog registered must have city issued tags identifying the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.

f. **Surety Bond or Liability Insurance.** A surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the animal control authority in the sum of at least $300,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least $300,000, insuring the owner for any personal injuries inflicted by the dangerous dog.
g. **Fees.** You must pay $15.00 for the initial warning signs and tags and an additional $50.00 for annual registration as a potentially dangerous dog for a total fee of $65.00.

h. **Certificate of Registration.** Upon verification that you have met all of the requirements listed above, the City shall issue a certificate of registration.

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If you choose to not waive your right and do not comply within the 14 days of the above requirements, the dog will be seized and impounded for 7 days. An owner may reclaim the dog within 7 days but must pay the boarding fee and show proof of certificate of registration. Any dog not reclaimed within 7 days will be disposed of by the City and the owner shall be liable for the costs incurred in disposing of the dog or if an owner waives their right, the owner is still liable for the costs incurred in disposing of the dog.

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Owner’s Signature

________

Date

________

Officer’s Signature
On the evening of September 16th at 1617 hours, Officer Jordan Paukert was dispatched to the report of a dog bite. Upon arrival, the dog was still loose. The dog bit my hand twice. Tazer used to subdue the dog. Dog was later brought to the humane society for housing.
SUPPLEMENTAL REPORT

OFFENSE: Animal complaint/dog bite  DATE & TIME OF ORIGINAL REPORT: 9/18/2020 1617 Hours
ICR#: 2020-2052

On the evening of Friday September 18th 2020 at 1617 hours I, Officer Jordan Paukert, was dispatched to the address of 306 East 4th street in Blue Earth, MN 56013 for the report of a dog bite. Upon arrival I saw two pitbull dogs across the street from the above address with people outside and a vehicle parked on the side of the road. When I exited my vehicle I was approached by the victim, Geary Allen Wells, [redacted], who had exited the parked vehicle. He explained to me that the pitbulls attacked him while he and his wife, Cindylou Wells, were walking by the house. He stated that the dog bit both of his arms and were attacking him on the ground after he fell. A passerby, Tammy Ann Davis, [redacted], was driving by and saw what was happening. She stopped her car and allowed Wells and his wife to get into the vehicle to get away from the dogs.

After quickly speaking with Wells, I grabbed my leash and put on my leather gloves and walked across the street to attempt to get the large dog, white with black spots, under control. As I approached the dog it began to growl and bark at me. I attempted to place the leash around its neck and it snapped its jaws at me multiple times. I tried walking the dogs back across the street. The dogs began to circle me and try to come at me from behind. I quickly turned to face the white and black dog and placed the leash in front of me to fend it off. The dogs followed me across the street and still were not going into the house. I again tried to place the leash on the white and black dog. This is when the dog bit my left hand for the first time. I dropped my leash and took my tazer out of its holster. I turned the safety off and aimed it at the dog. The dog was still trying to come at me and acting very aggressive. Both dogs were coming at me but it seemed the white and brown dog was following the lead of the white and black dog. The white and black dog bit my hand a second time and then walked away. When the dog was approximately five feet away from me I deployed my department issued tazer in probe mode, on the white and black dog. The dog fell to the ground and began yipping, indicating to me that the tazer worked effectively. While the dog was under the control of the tazer I walked towards the dog but was still a safe distance from it. I realized that my finger was still depressing the tazer trigger and the dog was still being tazed. I released my finger to stop tazing the dog. The dog rolled over and attempted to get up. I depressed the tazer trigger again but it did not work because a probe was removed when the dog rolled over. The dog got up and ran East on 4th street. I advised dispatch that I had deployed my tazer on the dog and requested another car for assistance.

Deputy Sheriff Jacob Peterson radioed that he would be enroute to assist me. I went back to my squad car to follow the dog, while Deputy Peterson went to the Blue Earth Police Department to get the dog catch pole in the garage. While I was getting into my squad car, Blue Earth Ambulance arrived on scene to transport the victim to the hospital. I followed the dog to Rice Street where it turned south. While following the dog I heard Blue Earth Ambulance talk over the radio and say that they helped secure the white and brown dog in the house. The white and black dog ran to 7th street and Gorman as Deputy Peterson arrived on scene with the catch pole. I exited my squad and got the catch pole from Deputy Peterson and attempted to get the dog under control but the dog ran away when I tried to get close to it. Deputy Peterson and I followed the
dog through neighborhoods all the way down to 14th street and Rice street where we eventually lost sight of the dog in the wooded area between 13th street and highway 169. I left the area and went back to 306 East 4th Street to speak with the person watching the dogs when the incident occurred. It should be noted that the property owners who own the dogs are out of town in Illinois and are having family members watch their children and their dogs at the house.

I spoke with Esmeralda Espinosa, [redacted], who was on the phone with the dog owners in Illinois. She handed me the phone and I spoke with Elizabeth Hernandez, [redacted]. I informed her of the incident that took place with her dogs. I asked her if she had vaccination records for their dogs. She said she believed she did and would send me a picture of them because they were in her car with her in Illinois. After our conversation I left the scene and went to the hospital to speak with the victim.

I spoke with Wells in the Emergency Room where he was receiving treatment. He stated that he and his wife were walking west on 4th street and about to turn north onto Galbraith Street when the dogs attacked him. He stated that both dogs came after him and knocked him onto the ground. He stated the white and black dog bit both of his forearms before wandering off. Wells had four teeth marks on his right forearm and a couple bite marks on his left forearm. Wells stated he was concerned for the safety of his wife and that he was wearing two jackets when he was bit by the dog. Hospital staff asked me to retrieve vaccination records from the owners in order to properly treat Wells. I told them I would contact the owners to get vaccination records. I went out to the waiting room and spoke with Davis and Cindy Lou. Davis works at City Hall and does dog registration for the city of Blue Earth. She informed me that she does not believe either of the dogs are registered with the city. I spoke with Cindy Lou about the incident who stated she and Wells were walking west past the house when two dogs came out of no where and started attacking Wells. She stated both dogs came after him and knocked him down. I left the hospital and returned to 306 East 4th street.

I spoke with Espinosa at the residence and asked her what had happened. She stated that she was outside playing with the kids when the incident occurred. She stated that both dogs were locked in a fenced area on the deck. She stated that she heard the dogs barking and then saw both dogs jump over the fence. She said that she saw the white and black dog attack the victim and bite him. She attempted to call the dogs and get them under control but was unsuccessful and the dogs continued to roam around on the street and sidewalk before I arrived. Officer Jon Auringer arrived on scene to assist when he got on duty at 1700 hours. I spoke with Officer Auringer and told him that we still needed to locate one of the dogs. We drove to the area where the dog was last scene. K-9 Deputy Sheriff Brittany Gehrking arrived to assist as well. I drove through the cemetery and we all walked through the woods south of Seneca without success in finding the dog.

Dispatch radioed me and asked me to contact the victim who was still at the hospital. I spoke with Well's over the phone who stated that the hospital needed the vaccination records in order to release him from the hospital. I advised him that I would talk with the owner of the dogs again to find out if there were any. After hanging up the phone with Well's I received a phone call from a citizen who knew we were looking for a white and black pitbull. She explained that the pitbull was in the cemetery and running towards Highway 169. I informed the other Officer's and I responded to the area. K-9 Deputy Gehrking was first on scene and I was second on scene. We attempted to corral the dog by the red building south of the Ag Center next to Highway 169. I got out with the catch pole and K-9 Deputy Gehrking got out with a bite sleeve on her arm. The dog
ran away from me and ran towards K-9 Deputy Gehrking. The dog bit the bite sleeve but let go right away and kept running south towards 14th street. I got back into my vehicle and again followed the dog through the neighborhoods. Deputy Chase Davis arrived on scene to assist in catching the dog. The dog went north from 14th street between Rice Street and Gorman Street. It ran all the way back to 4th street and then headed west towards its house. We continued to follow the dog as it approached the house and eventually went into the house with help from the babysitter. I asked Espinosa where the white and brown dog was. She explained that her friend Carly Passante had picked it up to watch it for the meantime. I explained that I was going to impound both dogs and that I would go to Passante's house to get the white and brown dog. It was determined that the best way to get the white and black dog to the humane society was to have the babysitter bring him in her car since the dog is friendly with her. I left the scene to go to Passante’s house. Officer Auringer escorted Espinosa with the white and black dog to the humane society. I retrieved the white and brown dog from Passante and brought it to the humane society. Both dogs were locked into their own kennel. I left the humane society and went off duty for the evening.

End of report
Potentially Dangerous Dog Declaration
Minnesota Statutes §347.50 - §347.565

TO: Brandon Lee West
Name
Address
Blue Earth, MN 56013
City, State Zip

ICR #: 2002 - 2052

This declaration applies to the following dog(s):
(include photo if possible)
white and black boxer
white and brown pitbull

I. NOTICE IS HEREBY GIVEN TO YOU that under the authority of Minnesota Statutes §347.50 - §347.565, you are determined and declared to be the owner of a “potentially dangerous dog” as defined under Minnesota Statute §347.50, subd. 3, to-wit:

☐ that when unprovoked, a dog owned by you has inflicted bites on a human or a domestic animal on public or private property;
☐ that when unprovoked, has chased or approached a person, including a person on a bicycle, upon the streets, sidewalks, or any other public or private property other than the dog owner’s property, in an apparent attitude of attack; or
☐ that has a known propensity, tendency or disposition to attack, unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

II. Probable Cause: The facts supporting the determination(s) in this notice, and the time, place and circumstances of their occurrence are as follows:

on 9-18-2020 your pitbull dogs jumped over their fence and attacked a citizen and a police officer. The citizen received bite marks to both forearms.

III. Potentially Dangerous Dog(s) – Microchip Identification. Minnesota Statute §347.515 provides that any dog which has been declared potentially dangerous must have a microchip implanted in the dog for identification and the name of the microchip manufacturer and identification number of the microchip which must be provided within 14 days to the Faribault County Animal Control Authority, Blue Earth Police Department, 120 South Walnut Street, Blue Earth MN 56013 (507-526-5959). If the microchip is not implanted by the owner, it may be implanted by the Animal Control Authority. In either case, all costs related to purchase and implantation of the microchip must be borne by the dog’s owner.

Penalties

Minnesota Statute §347.55 provides that it is a crime to violate designated provisions of Minnesota Statute §347.50 - §347.565. Misdemeanor and gross misdemeanor penalties are provided for under that section. Those penalties apply to the dog’s owner, and in some instances, to household members. In addition, Minnesota Statute §347.542 prohibits dog ownership for certain convictions.

Dated: 9-21-2020

Blue Earth Police Department or City Administrator

Certificate of Service

The undersigned certifies that I’ve provided notice of the above declaration and notice to the owner of the dog(s) by the following means:

☐ delivering or mailing it to the owner of the dog(s),
☐ by posting a copy of it at the place where the dog is kept, or
☐ by delivering it to a person residing on the property and by telephoning or attempting to telephone the owner.

Dated: __________________________

Blue Earth Police Department or City Administrator
Owner's Request for a Hearing

In the Matter of:

Brandon West

Owner's Name

306 E 4th St.

Address

Blue Earth, MN 56013

City, State Zip

507-600-0267

Phone Number

To: Faribault County Animal Control Authority, Blue Earth Police Department, 120 South Walnut Street, Blue Earth, MN 56013:

(Hearing must be requested within 14 days from date of service).

I hereby request that a hearing be held in regard to the above-entitled matter concerning the seizure, dangerous declaration and disposition of the above-described dog(s). I am the owner of the above-described dog(s).

Dated: 9-21-20

Brandon West

Owner

Notice of Hearing

Pursuant to the request of Brandon West, a hearing shall be held on the 5th day of October, at City Hall, 125 West 6th St, Blue Earth MN 56013.

Dated: ______________

City Administrator

Certificate of Service

The undersigned certifies that I've provided notice of the above declaration and notice to the owner of the dog(s) by the following means:

/ delivering or mailing it to the owner of the dog(s),
by posting a copy of it at the place where the dog is kept, or
by delivering it to a person residing on the property and by telephoning or attempting to telephone the owner.

Dated: 9-21-20

Blue Earth Police Department or City Administrator
Sent from my iPhone
September 25, 2020

Rodney & Ann Burton  
E1340-1205th Ave  
Downing, WI 54734

Parcel number R – 21.245.0260  
RE: Public Hearing Notice  
726 West 1st Street  
Blue Earth, MN 56013

This letter is to notify you that the Blue Earth City Council has called a hearing for October 1st, 2020 at 6:00pm in the City Hall Council Chambers for the discussion of your property located at 726 West 1st Street in Blue Earth, at this time this property has been under city code violation and is at this time considered public nuisances affecting health. Please be advised you are welcome to attend this hearing on your behalf. Please call 507-526-7336 if you have any questions.

Sincerely,

Mary Kennedy  
City Administrator
CITY OF BLUE EARTH
ZONING ADMINISTRATOR
125 W 6TH ST, PO BOX 38
BLUE EARTH, MN 56013
(507) 526-7336

APPLICATION FOR:
__ CONDITIONAL USE
__ ZONING AMENDMENT
__ GARAGE PERMIT
__ SPECIAL USE PERMIT
__ VARIANCE
__ PUD APPLICATION
__ PLATTING (fee computed)

Site Address: 310 E 13th St, Blue Earth MN 56013

Plat & Parcel:

Legal Description (photocopy of deed with legal description from County Recorder’s office):

Owner: Allen Sonja Hansen
Address: 310 E 13th St, Blue Earth  Tel. 507-525-0230

Applicant: Allen Hanson
Address: 310 E 13th St  Tel. 507-525-0230

Current Use of Property: Live in Home
Proposed Use of Property: SAA

The following information must be included for your application to be considered:
1. A Site Plan, drawn to scale, showing all dimensions and distances from lot lines. Please denote north direction.
2. Photocopy of a full legal description from a deed(s) of the property (if you do not have one you may acquire one at the Faribault County Recorder’s Office).
3. Explain exceptional circumstances or conditions applying to this property that make approval of this permit necessary (attach additional sheets of paper if necessary).

By signing below, I hereby certify that there are no delinquent property taxes, special assessments, penalties, interest, or municipal utility fees due on the parcel to which this application relates. No application shall be accepted without this certification signed by the applicant. A false certification by an applicant shall be a misdemeanor offense.

Applicant’s Signature: [Signature] Date: 9/4/2020
Owner’s Signature: [Signature] Date: 9/4/2020

FOR OFFICE USE ONLY

Received By: Date:
Date of Hearing: 10-1-20
Decision: Approved
Approved By: Date:
BUILDING PERMIT/APPLICATION
CITY OF BLUE EARTH
507-526-7336

Date Received: 9/1/20 Received By: T. Davis Permit #

-------------------APPLICANT COMPLETE INFORMATION BELOW-------------------
Project Address: 360 E. 13th St or PID #

Legal Description:

Property Owner: Allen & Sonja Hanson Phone 507-526-5846
Address: 360 E. 13th St City: Blue Earth Zip: 56013

General Contractor: License #: Phone:
Plumbing Contractor: License #: Phone:
Mechanical Contractor: Phone:

Proposed Use [Check One]: Dwelling Private Garage Deck Home Addition
Pole Building Finish Basement Three Season Porch Business/Commercial
Fireplace Reroof Siding Furnace Water Heater Other

Description of Project: 28' x 28'1/2' Deck - Front of home - North Side

Use and occupancy: Type of Construction:

Estimated Value: Lot Size/Dimensions:

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work has commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Name (please print): Allen Hanson Address: 360 E. 13th St
City: Blue Earth MN Zip: 56013 Phone: 507-526-0270
Signature: Date: 8/1/2020

-------------------CITY USE ONLY-------------------

PLANNING: Zoning District: Minimum Setbacks Required: Front 20
Side 5 Rear 5 Road Right of Way Other: Variance Required
12' setback (8')
Reviewed By: Date: 9/4/2020

Subject to the following conditions:

Approved Variance

BUILDING: Reviewed By: Date:

-------------------------------FEES-------------------------------

Building Permit: Plan Review: State Surcharge:
Plumbing Permit: Plan Review: State Surcharge:
Mechanical Permit: Plan Review: State Surcharge:
Other:
Sub Totals:

TOTAL DUE:

Date Issued: Issued By: Receipt #
CITY OF BLUE EARTH
BUILDING PERMIT APPLICATION: PROPERTY OWNER

I, Allen Hanson, understand that the State of Minnesota requires that all residential building contractors, remodelers, and roofers obtain a state license unless they qualify for a specific exemption from the licensing requirements. This license requirement applies to owners of residential real estate who build or improve such property for speculation or resale.

By signing this document, I attest to the fact that I am improving this house for my own use and am not building or improving this house for the purpose of reselling it. I hereby claim to be exempt from the state licensing requirement because I am not in the business of building or remodeling on speculation or for resale and that the house for which I am applying for this building permit, located at 310 E 1st St, is the first residential structure I have built or improved in the past 24 months. I also acknowledge that because I do not have a state license, I forfeit any mechanic’s lien rights to which I may otherwise be entitled under Minn. Stat. §514.01.

Furthermore, I acknowledge that I may be hiring independent contractors to perform certain aspects of the construction or improvement of this house and I understand that some of these contractors may be required to be licensed by the State of Minnesota. I understand that unlicensed residential contracting, remodeling, and/or roofing activity is a misdemeanor under Minn. Stat. §326B.082, subd. 16 and can also result in a fine of up to $10,000. I further state that I understand that the filing of a false statement with the City of Blue Earth may also result in criminal prosecution and/or civil penalties pursuant to applicable ordinances and/or state statutes.

I have also been informed and acknowledge that by listing myself as the contractor for this project, I alone will be responsible to the City of Blue Earth for compliance with all applicable building codes and city ordinances in connection with the work being performed on this property.

Allen Hanson
Name (Print)

Signature

8/30/2020
Date

For questions or information on contractor licensing, or to check the licensing status and enforcement history of a particular contractor, call the Minnesota Department of Labor and Industry, Construction Codes Division, at (651) 284-5069. The website is: www.doli.state.mn.us/contractor
Proposed Deck is 28' x 12'

Existing House

Curb + 13 street East
Parcel ID 215770011
Sec/Twp/Rng --
Property Address 310 13TH STREET BLUE EARTH
District 2101 BLUE EARTH CITY
Brief Tax Description SUNNYSIDE ADDITION Block-001 1.3 AC E49' OF 1 & 2 W 1/2 OF VAC ALLEY ONE
Owner Address HANSON, ALLEN R & SONJA S
310 EAST 13TH STREET
BLUE EARTH, MN 56013

Date created: 9/30/2020
Last Data Uploaded: 9/29/2020 10:39:11 PM

Developed by Schneider GIS/Realty
STATE DEED TAX DUE HEREON: $174.90

Date: October 6, 2000

FOR VALUABLE CONSIDERATION, John R. Scholtes, single, Grantor, hereby convey and warrants to Allen R. Hanson and Sonja S. Hanson, Grantees as joint tenants, real property in Faribault County, Minnesota, described as follows:

The East 49 feet of Lots One (1) and Two (2) in Block One (1) in Sunnyside Addition to the City of Blue Earth, Faribault County, Minnesota also West Half of that part of the vacated alley adjoining above described land on the East.

All being a part of a tract commencing at the Southeast corner of the South West Quarter of Section Seventeen (17) in Township One Hundred Two (102) North of Range Twenty-seven (27) West of the Fifth Principal Meridian in the County of Faribault, State of Minnesota and running thence West on the Section line to a point where said line intersects with the East line of Valencia Street in McArthur's Addition to Blue Earth City (now City of Blue Earth), on file in the Office of the Recorder of Deeds of said County, thence North on East line of said Valencia Street to a point 460 feet South of the Southwest corner of Block Four (4) in McArthur's Addition, thence East to the East line of the South West Quarter of said Section Seventeen (17), thence South to the point of beginning.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:
A. Building and zoning laws, ordinances, state and federal regulations;
B. Restrictions relating to use or improvement of the property without effective forfeiture provisions;
C. Reservation of any mineral rights by the State of Minnesota, if any;
D. Utility and drainage easements which do not interfere with existing improvements;
E. Existing roadways, easements and agreements of record, if any, and
F. Real estate taxes prorated to date of this deed.

Seller certifies that Seller does not know of any wells on the described real property.

John R. Scholtes
STATE OF MINNESOTA  
COUNTY OF FARIBAULT  

The foregoing instrument was acknowledged before me this  
John R. Scholtes, single, Grantor.  

[Signature]

Tax Statements for the real property described in  
this instrument should be sent to:  
Allen R. and Sonja S. Hanson  
310 East 13th Street  
Blue Earth, MN 56013  

THIS INSTRUMENT WAS DRAFTED BY:  
FRUNDT & JOHNSON, LTD.  
117 West Fifth Street  
P. O. Box 95  
Blue Earth, MN 56013  
(507) 526-2177
UNIMPROVED REAL ESTATE PURCHASE AGREEMENT

This Agreement, made to be effective as of September 25, 2020, by and between the Economic Development Authority of the City of Blue Earth, Minnesota, (hereinafter referred to as “Seller”), and between APX Construction Group, LLC, of Mankato, Minnesota (hereinafter referred to as the “Buyer”):

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration in hand paid by Buyer to Seller as more fully set forth below, the receipt and sufficiency of which is hereby acknowledged by Seller, it is hereby agreed as follows:

1. PROPERTY PURCHASED. Seller hereby agrees to sell and Buyer hereby agrees to purchase, on such terms and conditions as are here set forth, the following described property: All that real property located in the City of Blue Earth, County of Faribault, State of Minnesota, and legally described as:

See: “Exhibit A”: which is hereby incorporated as part of this Agreement.

Said real property has no buildings or other physical improvements situated thereon.

2. PURCHASE PRICE. The purchase price for the subject property shall be Thirty-six Thousand Five Hundred and No/100 ($36,500.00) Dollars and payment thereof shall be as follows:

   a. $1,500.00 as earnest money, to be deposited in the Frundt, Lundquist & Gustafson, Ltd. trust account.

   b. $35,000.00 Certified funds, cash, or some other form of payment acceptable to Seller, at closing on or before October 15, 2020, the date of closing.

3. CLOSING AND CLOSING COSTS. Buyer/Seller shall arrange to have the closing conducted by Buyer’s/Seller’s closing agent and all costs of the closing shall be borne and paid by Buyer/Seller equally. The date for the closing of the sale shall be on October 15, 2020 at 10:00 a.m. local time, and shall occur at the office of Buyer’s/Seller’s attorney: Frundt, Lundquist & Gustafson, Ltd., 117 West 5th Street, Blue Earth, Minnesota 56013, or at such other date, time or place as the parties may agree.

4. CONTINGENCIES. This Purchase Agreement IS NOT subject to any contingencies,

5. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a Warranty Deed joined in by spouse, if any, conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions; (C) Reservation of any mineral rights by the State of Minnesota; (D) Utility and Drainage easements which do not interfere with existing improvements; (E) Rights of tenants as

Seller and Buyer Initial:  Seller ___________________ Buyer(s) ___________________
follows (unless specified, not subject to tenancies): NONE; (F) Others (Must be specified in writing): NONE

6. **TAXES AND SPECIAL ASSESSMENTS.**
   a. Real Estate Taxes shall be paid as follows: Seller shall pay prior to closing all real estate taxes due and payable in the year of closing, and any deferred real estate taxes, payment of which is required as a result of the closing of this sale. Buyer shall pay all real estate taxes due and payable in the year after closing.
   b. Special Assessments shall be paid as follows: Seller shall pay prior to closing all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing. Buyer shall assume all other special assessments.

7. **TITLE & EXAMINATION:** Seller shall, within a reasonable time after acceptance of this agreement, furnish an abstract of title, or a registered property abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments. Buyer shall be allowed 20 business days after receipt of abstract for examination of title and making any objections which shall be made in writing or deemed waived. If any objection is made, Seller shall have 20 business days from receipt of Buyer’s written title objections to notify Buyer of Seller’s intention to make title marketable within 120 days from Seller’s receipt of such written objection. If notice is given, payments hereunder required shall be postponed pending correction of title, but upon correction of titled and within 10 days after written notice to Buyer the parties shall perform this Purchase Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, this Purchase Agreement shall be null and void, at option of Buyer; neither party shall be liable for damages hereunder to the other and earnest money shall be refunded to Buyer; Buyer and Seller agree to sign cancellation of Purchase Agreement.

8. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, then Buyer agrees to pay all subdivision expenses and obtain all necessary governmental approvals relating to such subdivision.

9. **NO WARRANTIES.** Seller makes no other warranties or representations, and Buyer has not relied on any such warranties or representations, express or implied, relative to the condition of the subject property or any other matter relative to this Agreement other than those expressly stated herein. Buyer hereby acknowledges that it has thoroughly inspected the subject property and is purchasing it in “as is” condition.

10. **AGREEMENT CONSTITUTES OFFER.** This Agreement shall not be effective and shall constitute only an offer by Buyer until Seller has executed the same and has inserted the date of Seller’s acceptance of the offer at the time of Seller’s execution of this Agreement. Seller has five (5) business days from the date of this offer, as specified below.

    Seller and Buyer Initial: Seller _________________________  Buyer(s) ________________
by Buyer, to accept and to execute this Agreement. In the event Seller does not accept and execute this Agreement within that period, Seller shall return all earnest monies (if any) and no cancellation of purchase agreement shall be executed by the parties, as no binding agreement shall have been created between the parties.

11. **TIME OF ESSENCE**: Time is of the essence in this Purchase Agreement.

12. **DEFAULT**: If either party defaults in any of the agreements herein, the other party may terminate this Purchase Agreement by providing written notice thereof to the other party.

13. **POSSESSION**: Seller shall deliver possession of the property not later than the date of closing. Seller agrees to remove ANY AND ALL PERSONAL PROPERTY NOT INCLUDED HEREBIN from the property by the possession date.

14. **ENVIRONMENTAL CONCERNS AND ANCILLARY DOCUMENTS**: To the best of the Seller’s knowledge there are no hazardous substances, or underground storage tanks, private sewer/septic systems, except herein noted: NONE
   a. Seller warrants there is no well on the subject property;
   b. Seller warrants there is no ISTS on the subject property;
   c. Seller will furnish information to complete a Certificate of Real Estate Value with PE-20A at closing.

15. **COVENANTS AND WARRANTIES**: Seller warrants that there is a right of access to the property from a public right of way. Seller warrants that payment in full will be made before closing for all labor, materials, machinery, fixtures or tools furnished in connection with construction, alteration or repair of any structure on or improvement to the property within 120 days prior to closing. Seller warrants that seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation with respect to the property or any structure thereon. If the property is subject to restrictive covenants, seller warrants that seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by seller will be provided to buyer immediately.

16. **BROKERAGE FEES**. Each party hereto warrants that it has not incurred any real estate brokerage fees, finders’ fees, loan brokerage fees, or any other fees to any third party in connection with this purchase and sale. In the event that any third party institutes legal action in an effort to recover such fees, the party responsible for the fee shall defend such action. If a judgment is obtained against the parties jointly, the party responsible for breach of this warranty shall reimburse the other for the latter’s attorneys’ fees, court costs, expenses, and share of the judgment.

17. **NO MERGER; ENTIRE AGREEMENT**. The terms, covenants, and conditions to be performed, or which may be performed, subsequent to the date of the closing shall survive

Seller and Buyer Initial: Seller ___________________________ Buyer(s) _______________________

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the closing and thereafter continue in full effect and shall not merge with the deed. This Agreement contains the entire understanding of the parties hereto with respect to the purchase of the subject property by the buyer and supersedes all prior agreements and understandings between the parties with respect to such purchase. Nothing contained in this Agreement shall be interpreted as creating a partnership or joint venture between Buyer and Seller relative to the property.

18. **NOTICES.** Except as otherwise provided herein, all communications, demands, notices, or objections permitted or required to be given or served under this agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to a party to this agreement, to the address set forth next to that party’s signature at the end of this agreement, or if to a person not a party to this agreement, to the address designated by a party to the agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of the notice, the newly designated address shall be that party’s address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this agreement.

19. **AMENDMENT, MODIFICATION OR WAIVER.** No amendment, modification, or waiver of any condition, provision, or term shall be paid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modifications, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this agreement.

20. **SEVERABLE PROVISIONS.** Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

21. **CAPTIONS, HEADINGS OR TITLES.** All captions, headings, or titles in the paragraphs or sections of this agreement are inserted for convenience of reference only and shall not constitute a part of this agreement as a limitation of the scope of the particular paragraphs or sections to which they may apply.

22. **ENTIRE AGREEMENT.** This Purchase Agreement, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer and the property.

Seller and Buyer Initial: Seller ___________________ Buyer(s) ___________________
Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer.

23. **MINNESOTA LAW**, This agreement shall be construed and enforced in accordance with the laws of the state of Minnesota.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed effective the day and year first set forth above.

Seller’s Signature(s): ___________________ President ___________________ Vice President

Buyer’s Date of Acceptance: **Sept. 25th**, 2020

Buyers’ Signatures: ___________________ President ___________________

This document was drafted by:
David F. Frundt
**FRUNDT, LUNDQUIST & GUSTAFSON, LTD.**
117 West 5th Street
PO Box 95
Blue Earth, MN 56013
(507) 526-2177

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

Seller and Buyer Initial: Seller ___________________ Buyer(s) ___________________
SELLER CONFIDENTIAL INFORMATION FORM

Seller Name(s): ________________________________

Marital Status: ________________________________

Seller new address: ________________________________

City/State/Zip: ________________________________

Seller Phone No.: ________________________________

Seller Social Security No.: ________________________________

Seller and Buyer Initial: Seller ____________________ Buyer(s) ____________________

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BUYER CONFIDENTIAL INFORMATION FORM

Buyer Name(s):  Apx Construction Group LLC and/or assigned

Buyer marital status:  

Buyer address:  1020 Innovera Drive

City/State/Zip:  Mankato, MN 56001

Buyer Phone No.:  507-387-6834

Buyer SSN:  416-52-40930

Seller and Buyer Initial:  Seller ___________________________  Buyer(s) ___________________________
EXHIBIT “A”

Lot 1, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.

And

Lot 2, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.

Seller and Buyer Initial: Seller _________________________ Buyer(s) _________________________

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UNIMPROVED REAL ESTATE PURCHASE AGREEMENT

This Agreement, made to be effective as of ______________, 2020, by and between the Economic Development Authority of the City of Blue Earth, Minnesota, (hereinafter referred to as “Seller”), and between APX Construction Group, LLC, of Mankato, Minnesota (hereinafter referred to as the “Buyer”);

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration in hand paid by Buyer to Seller as more fully set forth below, the receipt and sufficiency of which is hereby acknowledged by Seller, it is hereby agreed as follows:

1. PROPERTY PURCHASED. Seller hereby agrees to sell and Buyer hereby agrees to purchase, on such terms and conditions as are here set forth, the following described property: All that real property located in the City of Blue Earth, County of Faribault, State of Minnesota, and legally described as:

See: “Exhibit A”: which is hereby incorporated as part of this Agreement.

Said real property has no buildings or other physical improvements situated thereon.

2. PURCHASE PRICE. The purchase price for the subject property shall be Thirty-six Thousand Five Hundred and No/100 ($36,500.00) Dollars and payment thereof shall be as follows:
   a. $1,500.00 as earnest money, to be deposited in the Frundt, Lundquist & Gustafson, Ltd. trust account.
   b. $35,000.00 Certified funds, cash, or some other form of payment acceptable to Seller, at closing on or before April 15, 2021, the date of closing.

3. CLOSING AND CLOSING COSTS. Buyer/Seller shall arrange to have the closing conducted by Buyer’s/Seller’s closing agent and all costs of the closing shall be borne and paid by Buyer/Seller equally. The date for the closing of the sale shall be on April 15, 2021 at 10:00 a.m. local time, and shall occur at the office of Buyer’s/Seller’s attorney: Frundt, Lundquist & Gustafson, Ltd., 117 West 5th Street, Blue Earth, Minnesota 56013, or at such other date, time or place as the parties may agree.

4. CONTINGENCIES. This Purchase Agreement IS NOT subject to any contingencies.

5. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a Warranty Deed joined in by spouse, if any, conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions; (C) Reservation of any mineral rights by the State of Minnesota; (D) Utility and Drainage easements which do not interfere with existing improvements; (E) Rights of tenants as

Seller and Buyer Initial: Seller ___________________________ Buyer(s) ___________________________

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follows (unless specified, not subject to tenancies): NONE; (F) Others (Must be specified in writing): NONE

6. **TAXES AND SPECIAL ASSESSMENTS.**
   a. Real Estate Taxes shall be paid as follows: Seller shall pay prior to closing all real estate taxes due and payable in the year of closing, and any deferred real estate taxes, payment of which is required as a result of the closing of this sale. Buyer shall pay all real estate taxes due and payable in the year after closing.
   b. Special Assessments shall be paid as follows: Seller shall pay prior to closing all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing. Buyer shall assume all other special assessments.

7. **TITLE & EXAMINATION:** Seller shall, within a reasonable time after acceptance of this agreement, furnish an abstract of title, or a registered property abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments. Buyer shall be allowed 20 business days after receipt of abstract for examination of title and making any objections which shall be made in writing or deemed waived. If any objection is made, Seller shall have 20 business days from receipt of Buyer’s written title objections to notify Buyer of Seller’s intention to make title marketable within 120 days from Seller’s receipt of such written objection. If notice is given, payments hereunder required shall be postponed pending correction of title, but upon correction of titled and within 10 days after written notice to Buyer the parties shall perform this Purchase Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, this Purchase Agreement shall be null and void, at option of Buyer; neither party shall be liable for damages hereunder to the other and earnest money shall be refunded to Buyer; Buyer and Seller agree to sign cancellation of Purchase Agreement.

8. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, then Buyer agrees to pay all subdivision expenses and obtain all necessary governmental approvals relating to such subdivision.

9. **NO WARRANTIES.** Seller makes no other warranties or representations, and Buyer has not relied on any such warranties or representations, express or implied, relative to the condition of the subject property or any other matter relative to this Agreement other than those expressly stated herein. Buyer hereby acknowledges that it has thoroughly inspected the subject property and is purchasing it in “as is” condition.

10. **AGREEMENT CONSTITUTES OFFER.** This Agreement shall not be effective and shall constitute only an offer by Buyer until Seller has executed the same and has inserted the date of Seller’s acceptance of the offer at the time of Seller’s execution of this Agreement. Seller has five (5) business days from the date of this offer, as specified below

    Seller and Buyer Initial:  Seller ______________________  Buyer(s) ______________

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by Buyer, to accept and to execute this Agreement. In the event Seller does not accept and execute this Agreement within that period, Seller shall return all earnest monies (if any) and no cancellation of purchase agreement shall be executed by the parties, as no binding agreement shall have been created between the parties.

11. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

12. **DEFAULT:** If either party defaults in any of the agreements herein, the other party may terminate this Purchase Agreement by providing written notice thereof to the other party.

13. **POSSESSION:** Seller shall deliver possession of the property not later than the date of closing. Seller agrees to remove ANY AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by the possession date.

14. **ENVIRONMENTAL CONCERNS AND ANCILLARY DOCUMENTS:** To the best of the Seller’s knowledge there are no hazardous substances, or underground storage tanks, private sewer/septic systems, except herein noted: NONE
   a. Seller warrants there is no well on the subject property;
   b. Seller warrants there is no ISTS on the subject property;
   c. Seller will furnish information to complete a Certificate of Real Estate Value with PE-20A at closing.

15. **COVENANTS AND WARRANTIES:** Seller warrants that there is a right of access to the property from a public right of way. Seller warrants that payment in full will be made before closing for all labor, materials, machinery, fixtures or tools furnished in connection with construction, alteration or repair of any structure on or improvement to the property within 120 days prior to closing. Seller warrants that seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation with respect to the property or any structure thereon. If the property is subject to restrictive covenants, seller warrants that seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by seller will be provided to buyer immediately.

16. **BROKERAGE FEES.** Each party hereto warrants that it has not incurred any real estate brokerage fees, finders’ fees, loan brokerage fees, or any other fees to any third party in connection with this purchase and sale. In the event that any third party institutes legal action in an effort to recover such fees, the party responsible for the fee shall defend such action. If a judgment is obtained against the parties jointly, the party responsible for breach of this warranty shall reimburse the other for the latter’s attorneys’ fees, court costs, expenses, and share of the judgment.

17. **NO MERGER; ENTIRE AGREEMENT.** The terms, covenants, and conditions to be performed, or which may be performed, subsequent to the date of the closing shall survive

Seller and Buyer Initial: Seller ___________________________ Buyer(s) _______________
the closing and thereafter continue in full effect and shall not merge with the deed. This Agreement contains the entire understanding of the parties hereto with respect to the purchase of the subject property by the buyer and supersedes all prior agreements and understandings between the parties with respect to such purchase. Nothing contained in this Agreement shall be interpreted as creating a partnership or joint venture between Buyer and Seller relative to the property.

18. **NOTICES.** Except as otherwise provided herein, all communications, demands, notices, or objections permitted or required to be given or served under this agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to a party to this agreement, to the address set forth next to that party’s signature at the end of this agreement, or if to a person not a party to this agreement, to the address designated by a party to the agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of the notice, the newly designated address shall be that party’s address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this agreement.

19. **AMENDMENT, MODIFICATION OR WAIVER.** No amendment, modification, or waiver of any condition, provision, or term shall be paid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modifications, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this agreement.

20. **SEVERABLE PROVISIONS.** Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

21. **CAPTIONS, HEADINGS OR TITLES.** All captions, headings, or titles in the paragraphs or sections of this agreement are inserted for convenience of reference only and shall not constitute a part of this agreement as a limitation of the scope of the particular paragraphs or sections to which they may apply.

22. **ENTIRE AGREEMENT.** This Purchase Agreement, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and Buyer.

Seller and Buyer Initial: Seller ________________________________ Buyer(s) ________________________________
Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer.

23. **MINNESOTA LAW.** This agreement shall be construed and enforced in accordance with the laws of the state of Minnesota.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed effective the day and year first set forth above.

Seller's Signature(s): ______________________________ President ______________________________ Vice President

Buyer's Date of Acceptance: Sept 25, 2020

Buyers' Signatures: ______________________________ President

This document was drafted by: David F. Frundt
FRUNDT, LUNDQUIST & GUSTAFSON, LTD.
117 West 5th Street
PO Box 95
Blue Earth, MN 56013
(507) 526-2177

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

Seller and Buyer Initial: Seller ______________________________ Buyer(s) ______________________________
SELLER CONFIDENTIAL INFORMATION FORM

Seller Name(s): ____________________________________________

Marital Status: ____________________________________________

Seller new address: _________________________________________

City/State/Zip: _____________________________________________

Seller Phone No.: __________________________________________

Seller Social Security No.: __________________________________

Seller and Buyer Initial: Seller ___________ Buyer(s) ___________
BUYER CONFIDENTIAL INFORMATION FORM

Buyer Name(s):

Buyer marital status:

Buyer address:

City/State/Zip:

Buyer Phone No.:

Buyer SSN:

Seller and Buyer Initial: Seller ________________________ Buyer(s) __________

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EXHIBIT “A”

Lot 3, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.

And

Lot 4, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.
UNIMPROVED REAL ESTATE PURCHASE AGREEMENT

This Agreement, made to be effective as of __________, 2020, by and between the Economic Development Authority of the City of Blue Earth, Minnesota, (hereinafter referred to as “Seller”), and between APX Construction Group, LLC, of Mankato, Minnesota (hereinafter referred to as the “Buyer”);

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration in hand paid by Buyer to Seller as more fully set forth below, the receipt and sufficiency of which is hereby acknowledged by Seller, it is hereby agreed as follows:

1. PROPERTY PURCHASED. Seller hereby agrees to sell and Buyer hereby agrees to purchase, on such terms and conditions as are here set forth, the following described property: All that real property located in the City of Blue Earth, County of Faribault, State of Minnesota, and legally described as:

   See: “Exhibit A”: which is hereby incorporated as part of this Agreement.

   Said real property has no buildings or other physical improvements situated thereon.

2. PURCHASE PRICE. The purchase price for the subject property shall be Thirty-six Thousand Five Hundred and No/100 ($36,500.00) Dollars and payment thereof shall be as follows:
   a. $1,500.00 as earnest money, to be deposited in the Frundt, Lundquist & Gustafson, Ltd. trust account.
   b. $35,000.00 Certified funds, cash, or some other form of payment acceptable to Seller, at closing on or before October 15, 2021, the date of closing.

3. CLOSING AND CLOSING COSTS. Buyer/Seller shall arrange to have the closing conducted by Buyer’s/Seller’s closing agent and all costs of the closing shall be borne and paid by Buyer/Seller equally. The date for the closing of the sale shall be on October 15, 2021 at 10:00 a.m. local time, and shall occur at the office of Buyer’s/Seller’s attorney: Frundt, Lundquist & Gustafson, Ltd., 117 West 5th Street, Blue Earth, Minnesota 56013, or at such other date, time or place as the parties may agree.

4. CONTINGENCIES. This Purchase Agreement IS NOT subject to any contingencies.

5. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a Warranty Deed joined in by spouse, if any, conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions; (C) Reservation of any mineral rights by the State of Minnesota; (D) Utility and Drainage easements which do not interfere with existing improvements; (E) Rights of tenants as

Seller and Buyer Initial:  Seller __________________________ Buyer(s) __________________________

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follows (unless specified, not subject to tenancies): NONE; (F) Others (Must be specified in writing): NONE

6. **TAXES AND SPECIAL ASSESSMENTS.**
   a. Real Estate Taxes shall be paid as follows: Seller shall pay prior to closing all real estate taxes due and payable in the year of closing, and any deferred real estate taxes, payment of which is required as a result of the closing of this sale. Buyer shall pay all real estate taxes due and payable in the year after closing.
   b. Special Assessments shall be paid as follows: Seller shall pay prior to closing all installments of special assessments certified for payment with the real estate taxes due and payable in the year of closing. Buyer shall assume all other special assessments.

7. **TITLE & EXAMINATION:** Seller shall, within a reasonable time after acceptance of this agreement, furnish an abstract of title, or a registered property abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments. Buyer shall be allowed 20 business days after receipt of abstract for examination of title and making any objections which shall be made in writing or deemed waived. If any objection is made, Seller shall have 20 business days from receipt of Buyer’s written title objections to notify Buyer of Seller’s intention to make title marketable within 120 days from Seller’s receipt of such written objection. If notice is given, payments hereunder required shall be postponed pending correction of title, but upon correction of titled and within 10 days after written notice to Buyer the parties shall perform this Purchase Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, this Purchase Agreement shall be null and void, at option of Buyer; neither party shall be liable for damages hereunder to the other and earnest money shall be refunded to Buyer; Buyer and Seller agree to sign cancellation of Purchase Agreement.

8. **SUBDIVISION OF LAND:** If this sale constitutes or requires a subdivision of land owned by Seller, then Buyer agrees to pay all subdivision expenses and obtain all necessary governmental approvals relating to such subdivision.

9. **NO WARRANTIES.** Seller makes no other warranties or representations, and Buyer has not relied on any such warranties or representations, express or implied, relative to the condition of the subject property or any other matter relative to this Agreement other than those expressly stated herein. Buyer hereby acknowledges that it has thoroughly inspected the subject property and is purchasing it in “as is” condition.

10. **AGREEMENT CONSTITUTES OFFER.** This Agreement shall not be effective and shall constitute only an offer by Buyer until Seller has executed the same and has inserted the date of Seller’s acceptance of the offer at the time of Seller’s execution of this Agreement. Seller has five (5) business days from the date of this offer, as specified below

    Seller and Buyer Initial: Seller ___________ Buyer(s) ___________
by Buyer, to accept and to execute this Agreement. In the event Seller does not accept and execute this Agreement within that period, Seller shall return all earnest monies (if any) and no cancellation of purchase agreement shall be executed by the parties, as no binding agreement shall have been created between the parties.

11. TIME OF ESSENCE: Time is of the essence in this Purchase Agreement.

12. DEFAULT: If either party defaults in any of the agreements herein, the other party may terminate this Purchase Agreement by providing written notice thereof to the other party.

13. POSSESSION: Seller shall deliver possession of the property not later than the date of closing. Seller agrees to remove ANY AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the property by the possession date.

14. ENVIRONMENTAL CONCERNS AND ANCILLARY DOCUMENTS: To the best of the Seller’s knowledge there are no hazardous substances, or underground storage tanks, private sewer/septic systems, except herein noted: NONE

   a. Seller warrants there is no well on the subject property;
   b. Seller warrants there is no ISTS on the subject property;
   c. Seller will furnish information to complete a Certificate of Real Estate Value with PE-20A at closing.

15. COVENANTS AND WARRANTIES: Seller warrants that there is a right of access to the property from a public right of way. Seller warrants that payment in full will be made before closing for all labor, materials, machinery, fixtures or tools furnished in connection with construction, alteration or repair of any structure on or improvement to the property within 120 days prior to closing. Seller warrants that seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation with respect to the property or any structure thereon. If the property is subject to restrictive covenants, seller warrants that seller has not received any notice from any person or authority as to a breach of the covenants. Any notices received by seller will be provided to buyer immediately.

16. BROKERAGE FEES. Each party hereto warrants that it has not incurred any real estate brokerage fees, finders’ fees, loan brokerage fees, or any other fees to any third party in connection with this purchase and sale. In the event that any third party institutes legal action in an effort to recover such fees, the party responsible for the fee shall defend such action. If a judgment is obtained against the parties jointly, the party responsible for breach of this warranty shall reimburse the other for the latter’s attorneys’ fees, court costs, expenses, and share of the judgment.

17. NO MERGER: ENTIRE AGREEMENT. The terms, covenants, and conditions to be performed, or which may be performed, subsequent to the date of the closing shall survive
the closing and thereafter continue in full effect and shall not merge with the deed. This Agreement contains the entire understanding of the parties hereto with respect to the purchase of the subject property by the buyer and supersedes all prior agreements and understandings between the parties with respect to such purchase. Nothing contained in this Agreement shall be interpreted as creating a partnership or joint venture between Buyer and Seller relative to the property.

18. **NOTICES.** Except as otherwise provided herein, all communications, demands, notices, or objections permitted or required to be given or served under this agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or if telegraphed, by prepaid telegram, and addressed to a party to this agreement, to the address set forth next to that party’s signature at the end of this agreement, or if to a person not a party to this agreement, to the address designated by a party to the agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of the notice, the newly designated address shall be that party’s address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this agreement.

19. **AMENDMENT, MODIFICATION OR WAIVER.** No amendment, modification, or waiver of any condition, provision, or term shall be paid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modifications, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this agreement.

20. **SEVERABLE PROVISIONS.** Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

21. **CAPTIONS, HEADINGS OR TITLES.** All captions, headings, or titles in the paragraphs or sections of this agreement are inserted for convenience of reference only and shall not constitute a part of this agreement as a limitation of the scope of the particular paragraphs or sections to which they may apply.

22. **ENTIRE AGREEMENT.** This Purchase Agreement, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other written or oral agreements between Seller and

Seller and Buyer Initial: Seller _______________________ Buyer(s) ________________
Buyer. This Purchase Agreement can be modified only in writing signed by Seller and Buyer.

23. MINNESOTA LAW. This agreement shall be construed and enforced in accordance with the laws of the state of Minnesota.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed effective the day and year first set forth above.

Seller's Signature(s): ___________________________________________ President ____________________________ Vice President __________

Buyer's Date of Acceptance: ________________________ 2020

Buyers’ Signatures: ___________________________________________ President ____________________________

This document was drafted by:
David F. Frundt
FRUNDT, LUNDQUIST & GUSTAFSON, LTD.
117 West 5th Street
PO Box 95
Blue Earth, MN 56013
(507) 526-2177

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS AND SELLERS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Seller and Buyer Initial: Seller ____________________________ Buyer(s) __________
SELLER CONFIDENTIAL INFORMATION FORM

Seller Name(s):

Marital Status:

Seller new address:

City/State/Zip:

Seller Phone No.:

Seller Social Security No.:

Seller and Buyer Initial: Seller ___________________ Buyer(s) ___________________

E:/wp/public/b/blue earth, city of 40002/119507 ret - sale to spx, incl/purchase agreement - lot 5 and 6 blk 2.docx
BUYER CONFIDENTIAL INFORMATION FORM

Buyer Name(s):

Buyer marital status:

Buyer address:

City/State/Zip:

Buyer Phone No.:

Buyer SSN:

Seller and Buyer Initial: Seller ________________________ Buyer(s) ______________
EXHIBIT “A”

Lot 5, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.

And

Lot 6, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.
ORDINANCE NO. 20-____
CITY OF BLUE EARTH

AN ORDINANCE TO CONVEY A TRACT OF REAL PROPERTY
OWNED BY THE CITY OF BLUE EARTH FROM THE
ECONOMIC DEVELOPMENT AUTHORITY TO APX CONSTRUCTION GROUP,
LLC.

The City Council of the City of Blue Earth do ordain as follows:

SECTION I

The City of Blue Earth and the Economic Development Authority of the City of Blue Earth
own certain property located in the City of Blue Earth legally described as follows:

Lot 1, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County,
Minnesota according to the recorded Plat thereof in said County.

And

Lot 2, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County,
Minnesota according to the recorded Plat thereof in said County.

SECTION II

APX Construction Group, LLC is desirous of purchasing the real property described in
Section I above and the City of Blue Earth and the Economic Development Authority of the City
of Blue Earth are desirous of selling said real property for a sale price of $36,500.00.
SECTION III

Pursuant to the provisions of Chapter 12, Section 12.02 of the City Charter of the City of Blue Earth, the City of Blue Earth is hereby authorized to sell and the Economic Development Authority of the City of Blue Earth is authorized to sell the real property described in Section I above and the Mayor and City Administrator and the President and Vice President of the Economic Development Authority are authorized to convey said real property to the purchaser upon payment of the purchase price.

SECTION V

This Ordinance shall not be effective until thirty (30) days after its passage and publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BLUE EARTH ON THIS ____ DAY OF ____________, 2020

BY: ATTEST:

Richard Scholtes, Mayor Mary Kennedy, City Administrator

Seal
RESOLUTION NO. 2020-
ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY
OF BLUE EARTH

A RESOLUTION FOR THE CONVEYANCE OF REAL PROPERTY
OWNED BY THE ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BLUE EARTH

The Economic Development Authority of the City of Blue Earth does resolve as follows:

SECTION I

The Economic Development Authority of the City of Blue Earth owns certain property
located in the City of Blue Earth legally described as follows:

Lot 1, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County,
Minnesota according to the recorded Plat thereof in said County.

And

Lot 2, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County,
Minnesota according to the recorded Plat thereof in said County.

SECTION II

APX Construction Group, LLC is desirous of purchasing property in Section I above and
the Economic Development Authority of the City of Blue Earth is desirous of selling such property
for a sale price of $36,500.00.
SECTION III

Pursuant to the provisions of Minnesota Statutes and Blue Earth City Ordinance 20____ the Economic Development Authority of the City of Blue Earth is hereby authorized to sell and the President and Vice President are hereby authorized to convey the property described in Section I of this resolution to the purchaser upon payment of the purchase price.

Passed and adopted by the Economic Development Authority of the City of Blue Earth on this ________ day of ________, 2020.

President

Vice President

STATE OF MINNESOTA )
) SS.
COUNTY OF FARIBAULT )
The foregoing instrument was acknowledged before me on ____________, 2020 _______________, President of the Economic Development Authority of the City of Blue Earth.

______________________________ Notary Public

STATE OF MINNESOTA )
) SS.
COUNTY OF FARIBAULT )
The foregoing instrument was acknowledged before me on ____________, 2020 by ________________ Vice President of the Economic Development Authority of the City of Blue Earth.

______________________________ Notary Public
Form No. 23-M Limited Warranty Deed
Corporation or Partnership to Corporation or Partnership

No delinquent taxes and transfer entered;
Certificate of Real Estate Value
( ) filed ( ) not required

Certificate of Real Estate Value No. __________________________ 20

County Auditor

By: ______________________________________________________

Deputy

cCRV ID: __________________________

STATE DEED TAX DUE HEREON: $ 120.45

Date: ____________________________, 2020

FOR VALUABLE CONSIDERATION, The Economic Development Authority of the City of Blue Earth, a Minnesota corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to APX Construction Group, LLC, a Minnesota Limited Liability Company, Grantee, real property in Faribault County, Minnesota, described as follows:

Lot 1, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.

And

Lot 2, Block 2 of Prairie View Addition in the City of Blue Earth, Faribault County, Minnesota according to the recorded Plat thereof in said County.

together with all hereditaments and appurtenances belong thereeto. Grantor covenants and represents that:

This deed conveys after-acquired title;

Grantor has not made, done, executed or suffered any act or thing whereby the above-described property or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or encumbered in any manner, and Grantor will warrant the title to the above-described property against all persons claiming the same from or through Grantor as a result of any such act or thing, EXCEPT:

Seller certifies that Seller does not know of any wells on the described real property.

ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF BLUE EARTH

By: ___________________________

Its President

Affix Deed Tax Stamp Here

By: ___________________________

Its Vice President
STATE OF MINNESOTA
) ss.
COUNTY OF FARIBAULT

The foregoing instrument was acknowledged before me this ______ day of ________, 2020,
by ________________________, the President of the Economic Development Authority of the City of Blue Earth, a Minnesota corporation under the laws of Minnesota, on behalf of the Economic Development Authority, Grantor.

Signature of person taking acknowledgment

STATE OF MINNESOTA
) ss.
COUNTY OF FARIBAULT

The foregoing instrument was acknowledged before me this ______ day of ________, 2020,
by ________________________, the Vice President of the Economic Development Authority of the City of Blue Earth, a Minnesota corporation under the laws of Minnesota, on behalf of the Economic Development Authority, Grantor.

Signature of person taking acknowledgment

Tax Statements for the real property described in this instrument should be sent to:

APX Construction Group, LLC
1020 Innovation Lane
Mankato, MN 56001

THIS INSTRUMENT WAS DRAFTED BY:

David F. Frundt  ac
FRUNDT, LUNDQUIST & GUSTAFSON, LTD.
117 W. Fifth Street
P. O. Box 95
Blue Earth, MN 56013
(507) 526-2177
September
2020

- **Delivery**
  Kiester and Bricelyn libraries are open regular hours. I deliver library materials every Tuesday. I am still providing in-town delivery to Blue Earth residents.

- **Library**
  Creating shelf signage & enhancing the patron experience using merchandizing concept. Considering our new paradigm and how best to serve patrons going forward. Designated pick up location for BUC Pride lawn signs.

- **Library Maintenance**
  The parking black top and painting was completed. Grass seeding was done in garden areas. Randall Anderson and I measured the planting areas and Randall created a map for all board members share ideas

- **Meetings**
  Sept. 14th Friends of the Library Meeting
  Sept. 14th Library Board Meeting
  Sept. 14th Hosted BUC Pride meeting
  Sept. 21st City Council Meeting-To ask for library staff and increase in hours.
  Sept. 29th Traverse des Sioux Directors Covid Check-in
    Sharing best practices during Covid
  Sept. 30th Special Library Board Meeting
    Work on re-opening plan and recommendation to city council

- **August Library Statistics**
  Circulation 1716
  Ebook checkout 168 avg 112
  Eaudio checkout 113 avg 93
  WIFI Sessions 277 avg 329
  In-House computer sessions 166

Eva Gaydon
Library Director
Recommendation to the Blue Earth City Council

Present
Absent Bonita Zimmer

On Motions made by Cindy Lyon and seconded by Wilma Bittinger, it was voted unanimously that;

In the effort to foster a healthy and vibrant community the Blue Earth Community Library Board recommends an increase to 40 hours per week to allow public access to essential resources and to maintain exemplary customer service to Blue Earth residents requires adequate staffing. The Blue Earth Community Library Board recommends hiring back the current library staff. And in an effort to move forward the library board agrees presenting the city council with re-opening options serves the Blue Earth residents best interest.

Meeting adjoumed.
September 30, 2020
September 30, 2020

Blue Earth Community Library Board recommendations

**Option 1**
Library hours 40 hours per week

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**Option 2**
Library hours 33 hours per week

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**Option 3**
Library hours 30 hours per week

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Call to Order.
Commissioner Bill Olson called the meeting to order at 4:30 P.M.

Roll Call.
Commissioners Bill Olson, Kara Drake, Greg Scheid, Paul Smith and Rick Scholtes.  
Absent: Kim Shaffer and Kitty Fletcher.  
Staff present: City Administrator Mary Kennedy and Office Specialist Tammy Davis.  
Public Present: Council member Huisman and Jacque Drews.

Consideration of the Minutes.
Commissioners Bill Olson brought forth the approval of the minutes for the Meeting of July 9, 2020.  
Motion by Commissioner Scholtes, second by Commissioner Scheid to approve the minutes from the Planning Commission Meeting of Thursday, July 9, 2020. The motion passed unanimously.

Old Business
Olson addressed the beekeeping ordinance. Kennedy referred to the city staff memo, suggesting that the City Council passed Ordinance 19-10 last year relating to the keeping of urban chickens in the City of Blue Earth and during that time discussions of bee keeping came up, after discussions at the Council level, and the Planning Commission recommendations the Council agreed to allow chickens within city limits, bee keeping had no recommendations. Currently the recommendation would be to add the bee ordinance if decided upon to the chicken ordinance, suggesting after research of areas closest to the city with beekeeping comparisons. The cities of Faribault, Jordan and Lonsdale all have a bee keeping ordinance, Kennedy suggested options of adding the keeping of honeybees to the City Code Chapter 360.15, adding the keeping of honeybees to the city code separately or possibly adding its own ordinance or not having the keeping of honeybees to the city code. Next, Scholtes addressed Huisman as part of the beekeeping agenda. Huisman introduce Drews, Drews has been researching the bee keeping, and has attended 3 city meetings with this being her 4th. At the last Council meeting attended Drews contacted Rider a professor of the Agricultural Department of Minnesota State College who is also a specialist on bees. Drew suggested that bees have a stigma and it sometimes comes with the misconception that they are dangerous even when unprovoked will sting, suggesting this is not the 100-acre woods with Winnie the Pooh, bees do not chase. Honeybees are foragers traveling 3-7 miles looking for nectar and pollinating, staying close to home would cause a disservice to their hive. Kennedy inquired a type of ordinance, Drews suggested that Rider explained that if the city were to do an ordinance that comparing a draft most fitting would be like the City of Lansdale suggesting that less is better. Olson questioned numbers of hive that
would be allowed within the city limits, if 2 would be sufficient per property. Drew indicated that bees are a lot of work, levels depend and that most boxes are 10x10. Drake inquired setbacks and requirements. Scholtes reviewed the setbacks and questioned if 25 ft were too much if 15ft seemed more reasonable for the size of properties within the city, suggesting 25 ft would exclude many properties wanting bees because of property sizes aren’t that big inquiring if needed variances for those properties could be possible, questioning Drews on her thoughts, Drews explained hives and how bees would react to certain situations to vibrations such as from lawn mowers, indicating that 15 feet would likely work fine, in some areas 15 feet wouldn’t be needed suggesting the opening of the hive placement. Scholtes questioned fees, applications with site inspection plan, set number of hives per property and 14-day public letter. Olson questioned if this would also include a yearly recheck & application fee. Kennedy suggested writing a draft ordinance and returning to the planning commission at the October 1st meeting for review.

**New Business**

Next, Kennedy addressed the junk car ordinance/blight mitigation. Scholtes reviewed the ordinance, inquiring recommendations to improve the city’s situation with junk cars, boats exec on city streets and private properties. Huisman advised that he had a brief discussion in regards to the spring sweep with Chief Fletcher, Fletcher indicated that there are some instances that they are not able to go on a property because it requires more, such as search warrants exc. Huisman exampled a property with a large fence in property housing 2 junk vehicles and ducks also with the front of the property having 7 parked vehicles either on the street or front yard on an unimproved surface. Huisman suggested that Frundt felt amending the terms of green space in the ordinance may help resolve the situation, Kennedy recommended looking further into green spaces with Frundt and having Fletcher attend the next meeting on October 1st for a continued discussion on enforcement issue Fletcher is seeing.

*Motion by Scholtes, second by Drake to adjourn the meeting. All in favor. Chair Bill Olson adjourned the meeting at 5:20 P.M.*
AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

It is the policy and intent of the City of Blue Earth to provide equality in employment to all persons. This policy expressing prohibits discrimination because of age, sex, race, creed, color, religion, national origin, political affiliation or opinion, marital status, status with regard to public assistance, disability, veteran status, arrest or conviction records or any other protected class in all aspects of its personnel policy, programs, practices and operations. Equal employment opportunity under this policy includes training, transfer, termination, education, layoffs, condition and privileges of employment and employment development programs, and all other areas of personnel activities, in accordance with applicable federal, state and local laws and regulations. This policy applies to all full-time, part-time, temporary and seasonal employees as well as to the use of all City facilities and participation in all City sponsored employee activities. It is the policy of the City Council and a directive to all employees to ensure implementation of this policy.

MINNESOTA DATA PRACTICE ACT (MN Statute, Chapter 13)

The City complies with the MN Data Practices Act which governs what information is public and what is confidential. Public information shall be made available to the public upon request within a reasonable time and during regular business hours. Documents and records not specified by law as public will not be shared with any outside persons or agency without the employee’s informed consent or a valid court order. The Federal Equal Opportunity Commission and the MN Department of Human Rights may be authorized by federal or state law to receive private information in order to investigate specific complaints of employment discrimination. Personnel data may be given to labor organizations to the extent necessary to conduct elections, and to implement the Public Employees Labor Relations Act as well as to the Bureaus of Mediation Services, when it so orders. Unless the law provides to the contrary, and employee may review their personnel file.

SEXUAL HARASSMENT POLICY

The City will not tolerate sexual harassment of its employees by anyone – supervisors, other employees, officials or citizens. Further, the City will not tolerate sexual harassment of other individuals by its employees or its officials. The policy applies to all elected and appointed officials and all employees of the City of Blue Earth. Courteous, mutually respectful, non-coercive interactions between men and women that are acceptable to both parties is not considered sexual harassment under this policy.

DEFINITION – Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact and other verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of individual’s employment, or:
2. Submission to or rejection of such conduct by an individual is used as the basis for any employment decisions affecting the individual, or:
3. The conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

CONDUCT – Examples of conduct and activity constituting sexual harassment include, but are not limited to: repeated and/or offensive sexual flirtations; sexually oriented advances, propositions, use of continuous or repeated verbal expressions of a sexual nature: use of offensive or sexually oriented language, which is over heard by others: graphic or verbal sexually oriented commentaries, use of sexually oriented or degrading words; and the display in the workplace of sexually suggestive objects or pictures. This also includes any electronic viewing of display of sexually suggestive objects or pictures. This also includes any electronic viewing of display of sexually explicit material as defined in Section VII and Appendix A on Communications.

REPORTING, INVESTIGATING & SANCTIONS – Victim’s of alleged sexual harassment and third persons with knowledge or belief of conduct constituting sexual harassment and third persons with knowledge or belief of conduct constituting sexual harassment shall submit a written report of the offensive conduct or situation to a Department Head or the City Administrator and City Council Personnel Committee, depending on the source of the alleged harassment. All Department Heads are required to immediately report same to the City Administrator and City Council Personnel Committee in writing.

All allegations will be investigated and documented with reasonable efforts made to respect the confidentiality of the individuals involved. Appropriate disciplinary sanctions will be imposed in accordance with the terms of any applicable contract, statute or this personnel policy. No employee will be subject to any form of retaliation or discipline for pursuing a sexual harassment complaint. Appropriate disciplinary sanctions will also be imposed against any individual who retaliates with any form of intimidation, reprisal or harassment, against any person who testifies, assists or participates in any investigation of a sexual harassment complaint.

The Affirmative Action/Equal Employment Opportunity Plan is adopted by the City of Blue Earth this ________ day of ________________________________, 2020.

________________________________________                     _______________________________
Mayor                                           City Administrator
CONFLICT OF INTEREST POLICY

No member of the governing body of the locality and no official, employee or agent of the local government or who exercises policy, functions as a decision-maker, or has responsibilities connected with the planning and implementation of the SCDP Program shall directly or indirectly benefit from this program. This prohibition shall continue for one year after an individual’s relationship with the local government organization ends. For example, if a City Council member is a contractor, they cannot bid on any SCDP projects in their jurisdiction. Any person as stated above for contracting work may apply for an exemption to the rule. This request will be submitted to DEED Staff for review and approval.

The Conflict of Interest Policy is adopted by the City of Blue Earth this _______ day of ____________________________, 2020.

__________________________________  ____________________________
Mayor                           City Administrator
CONTRACT FOR ADMINISTRATIVE SERVICES
BETWEEN BLUE EARTH AND COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES

THIS CONTRACT for Administrative Services is between the City of Blue Earth, hereinafter referred to as the “City”, and CEDA hereinafter referred to as the “Consultant”.

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the City and Consultant agree as follows:

I. Employment Clause:
It is agreed between the parties hereto that the City hereby retains and employs the Consultant to perform necessary services to carry out grant administration and program implementation in connection with the project, as defined in Paragraph II, and the Consultant agrees to perform said services, subject to the following terms and conditions, to wit:

II. Project:
Program Administration services shall be provided for the project described as:

Blue Earth Housing Project

III. Basic Services of the Consultant:
As the Administering Agent for the above grant, the Consultant agrees to perform all tasks enumerated in Paragraph IV in a manner which will meet or exceed the terms and conditions imposed upon the City in the Small Cities Development Program Grant Agreement # CDAP-19-0029-0-FY20, to be administered between the dates of June 23, 2020 through September 30, 2023.

IV. Implementation:
The Consultant will implement programs authorized under the Small Cities Development Program Grant, within the respective limitations of the grant monies provided and/or in accordance with the following state and federal requirements:

A. Citizen Participation. Comply with all state and federal participation requirements.

B. Compliance with Regulations. In performing the provisions of this contract, the Consultant agrees to comply with all Federal, State, or Local laws, and all applicable rules, regulations, or standards, including those compliances listed in the City’s SCDP and/or CDBG application and Grant Agreement.

C. Project Planning. Coordinate the preparation of plans, specifications, contracts, budgets, and other agreements in a manner consistent with applicable state and federal laws and regulations for all project activities.

D. Project Implementation Services.

1. Owner Occupied Single Family Housing Rehabilitation Program
   a. Develop Housing Rehabilitation Program Policy and Procedures and implement them in accordance with federal and state standards. This would include, but not be limited to,
determination of eligibility, dwelling unit, assistance to property owners in obtaining bids, inspections during construction and certification of completion for contractor payoff. Subcontract with a lead certified firm to perform lead assessments and clearances on housing units.

b. The City and the Consultant mutually agree that a repayment agreement shall be executed as a mortgage securing each loan of monies provided under the Small Cities Development Program Grant to individual property owners for rehabilitation purposes. In regard to such mortgages and assignments, the Consultant agrees to prepare all documents and obtain all necessary signatures required for proper execution of such documents and record the same at the county recorder’s office.

c. Consultant will be responsible for program accounting, environmental reviews, and reporting and monitoring project progress.

2. General Administration

a. The Consultant will provide advice and assistance to the City in establishing and maintaining files and records required under the Small Cities Development Program, in compliance with the requirements of the program, particularly the items listed in the Assurances signed by the City and included in the approved application.

b. The Consultant will provide advice and assistance to the City in implementing programs included in the project, as defined in the grant application.

c. The Consultant will provide advice and assistance to the City in meeting requirements of the Small Cities Development Program and other applicable federal laws and regulations.

d. The Consultant will provide advice and assistance to the City concerning budgetary, financing, programmatic, and operational issues and problems, including assistance in preparing budget estimates and financing recommendations.

e. The Consultant will provide advice and assistance to the City in developing an organizational and administrative structure for achieving program objectives.

f. The Consultant will provide interpretive information and guidance with regard to federal and state policies and regulations to the City.

g. The Consultant will provide advice and assistance to the City in coordinating and carrying out activities involving other public or private entities which are pertinent to achieving expressed development objectives.

h. The Consultant will provide to the City advice and assistance in carrying out environmental assessments and reviews of activities.

i. The Consultant will provide to the City advice and assistance in preparing needed graphic and narrative materials pertinent to program objectives.

j. The Consultants will prepare and submit Progress Reports as required to the Department of Employment and Economic Development.
k. At the completion of the project, the Consultant will prepare the required annual report according to state standards and will submit the report to the state.

E. Coordination of Other Rehabilitation Program within the Project Area. The Consultant will coordinate other applicable rehabilitation programs in the project area, such as the leverage funds from the Blue Earth Utility Commission, 504 Rural Housing Loan/Grant and the Minnesota Weatherization & CIP Program.


G. Financial Recordkeeping and Control. Keep complete and accurate records of all claims and disbursements in accordance with the following procedures:

1. The Consultant will examine each claim and verify that the work has been done and/or materials actually provided for the project.

2. Disbursement Request Form prepared by the Consultant. The Consultant, in anticipation of cash needs, will prepare a Disbursement Request Form as required by the State.

3. Disbursement Request form submitted to the state. The City will obtain proper signatures and the City will submit requests to the state.

4. Payments to be made. Within three (3) days of the receipt of state monies, subject to any changes in state or federal regulations, the City will make payments authorized on each respective invoice.

V. Defend and Hold Harmless.
It is further agreed that the Consultant shall defend and hold the City harmless from any claims, demands, actions, or causes of action arising out of any act or admission on the part of the Consultant, its agents, servants, or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by the Consultant under the terms of this contract.

VI. Alterations.
Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties, and attached to the original of this contract.

VII. Waivers.
The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies
provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.

VIII. Contract.
This contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

IX. Records.
The City shall have full access to all records relating to the performance of this agreement.

X. Compensation.
In consideration of the prompt and efficient carrying out of the above activities, the City agrees to reimburse the Consultant dollar for dollar, for its actual administrative and project related costs in an amount not to exceed the maximum allowable $41,400 for Administration, as specified by the State of Minnesota, Department of Employment and Economic Development, Community Development Division during the term of the contract, said monies to come through the Small Cities Development Program Funds. Accurate records of administrative costs shall be kept by the Consultant and billings shall be made at such times as are convenient to implement the City’s requisition of funds from the State of Minnesota. For the purposes of this contract, administrative and project related costs are defined as follows:

A. Salary costs actually incurred by the Consultant for time expended in all phases of the project.

B. Mileage, supplies, telephone, computer equipment and publication costs.

C. Outside services: the cost of services performed by firms or persons acting as subcontractor to the Consultant shall be billed at invoice cost.

D. Proportionate share of allowable overhead expenses figured on a time extended basis, according to the Consultant’s approvable indirect cost allocation plan. Indirect costs may include rent, utilities and supplies that cannot be allocated directly.

E. Costs incurred by the attendance at applicable Small Cities Development Conferences within the term of this contract, including registration fees and travel expenses. Conference attendance shall be for the purpose of gaining additional information on community development and regulations and program implementation.

XI. Schedule of Payments:
Payments shall be made to the Consultant as follows:

The Consultant may bill the City monthly for the amounts due as per the hourly rates, outside services, reimbursable expenses, and indirect cost allocations as provided for herein. Billings shall be itemized with details sufficient to determine the time worked and the efforts expended.

XII. Extra Services:
Any service required by the project or requested by the City to be performed by the Consultant, beyond or in addition to those services described herein, shall be paid as agreed between the parties and added as an addendum to this contract.
XIII. Termination of Contract for Cause:
If, through any cause, the Consultant shall fail to fulfill in timely and proper manner has obligation under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the City become its property and the Consultant shall be entitled to receive just and equitable compensation for any work completed.

XIV. Termination for Convenience of the City:
The City may terminate this Contract at any time by giving at least ten days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 9 hereof relative to termination shall apply.

XV. Assistants:
It is understood that the employment of the Consultant by the City for purposes aforesaid shall be exclusive, but the Consultant shall have the right to employ such assistants as they may deem proper in the performance of the work.

XVI. Worker's Compensation Insurance:
For the purpose of this contract, the Consultant shall be deemed an independent contractor, and not an employee of the City, any and all employees of the Consultant or other persons while engaged in the performance of any work or services required by the Consultant under this contract, shall not be considered employees of the City; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or admission on the part of said employees or the Consultant shall in no way be the obligation or responsibility of the City.

XVII. Equal Opportunity in Employment:
In connection with the carrying out of this Contract, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Statute 214), Section 109 of the Housing and Community Development Act of 1974, and Amendments and Regulations issued thereeto. Specifically, the Consultant agrees to the following:

A. The Consultant will not discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of the nondiscrimination clause.
B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color, or national origin.
C. The Consultant will cause reference to, or the foregoing provisions to be inserted in all subcontracts for work covered by this contract so that such provisions will be binding upon each
subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

XVIII. Provisions.
Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.

XIX. ANTITRUST.
Contractor (Consultant) hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

NOTICE TO CONTRACTOR (Consultant): You are required by Minnesota Statutes, 1982, Section 270.66 to provide your DUN’s number or Minnesota Tax Identification if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

Minnesota Tax ID: 8020688   Federal Employer ID: 41-6004991   Duns #: 078695319

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

By ___________________________________  _____________________________
Mayor, City of Blue Earth
PO Box 38
Blue Earth, MN 56013

By ___________________________________  _____________________________
City Administrator, City of Blue Earth
PO Box 38
Blue Earth, MN 56013

By____
CEO/President, CEDA
1500 South Hwy 52
PO Box 483
Chatfield, MN 55923

September 22, 2020
City of Blue Earth
Drug Free Policy

Acting on behalf of the above named grantee as its authorized official, I make the following certifications and agreements to the Department of Employment and Economic Development (DEED) regarding the sites listed below:

I certify that the above named grantee will provide a drug free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing a drug free awareness program to inform employees about the following:
   (1) The dangers of drug abuse in a drug free workplace
   (2) The grantee’s policy of maintaining as drug free workplace
   (3) Any available drug counseling, rehabilitation and employee assistance programs, and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making a requirement that each employee of the grant be given a copy of the statement required by Paragraph A.

D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment with the grant, the employee will do the following:
   (1) Abide by the terms of the statement and
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.

E. Notifying the DEED field office within ten (10) days of receiving notice under subparagraph D (2) from an employee or otherwise receiving actual notice of such conviction.

F. Taking one (1) of the following actions within 30 days of receiving notice under subparagraph D (2) with respect to any employee who is so convicted.
   (1) Taking appropriate personnel action against such employee, up to and including termination, or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug free workplace through implementation of Paragraphs A through F.

The Drug Free Policy is adopted by the City of Blue Earth this _________ day of ____________________, 2020.

__________________________________________  ______________________________
Mayor                               City Administrator
CITY OF BLUE EARTH

POLICY PROHIBITING THE USE OF EXCESSIVE FORCE

Be it enacted by the Council of the City of Blue Earth, Minnesota.

As per Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation Act of 1990.

The City of Blue Earth being a recipient of a 2020 Small Cities Development Program Grant does hereby adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

The City of Blue Earth also will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

This policy takes effect upon its passage and publication. Adopted by the City Council of the City of Blue Earth, Minnesota on __________ ____________________, 2020.

______________________________________________________
Mayor of Blue Earth

Attest:

______________________________________________________
City Administrator
Blue Earth Small Cities Rehab Program
Fair Housing Action Plan

Grant Number: CDAP-19-0029-0-FY20

Applicant Name: City of Blue Earth, MN

The purpose of this plan is to formally declare the conviction and intention of the City of Blue Earth to achieve the aims of the Fair Housing Act and to assist the Secretary of Housing and Urban Development for the promotion and assurance of equal opportunity in housing without regard to race, color, religion, sex, handicap, familial status, national origin or public assistance status. The City of Blue Earth will comply with this Fair Housing Action Plan for the next 3 years or through the duration of this grant period. For the purpose of this plan the following definitions shall apply.

1. Discriminatory housing practices means: any act that is unlawful under the Fair Housing Act.

2. Dwelling unit means; any building, structure or portion thereof, which is occupied as, or designed or intended for occupancy as, a residence by one or more families.


4. Familial status means: one or more individuals (who have attained the age of 18 years) being domiciled with:
   a. A parent or another person having legal custody; or
   b. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

5. Handicap means: with respect to a person, a physical or mental impairment which substantially limits one or more major life activities.

It will be the plan of the City of Blue Earth to formally support equal opportunity for all residents or persons who wish to become residents of the City, and to ensure their rights to obtain decent, safe and sanitary housing. The City of Blue Earth will not tolerate discriminatory practices within its jurisdiction. The following practices have been declared to be discriminatory and unlawful under the Fair Housing Act:

1. To refuse to sell or rent or negotiate for the sale or rental of any property based on race, creed, color, sex, religion, national origin, marital status, familial status, handicap, or in regard to public assistance.

2. Discrimination in terms, conditions, and privileges and in services and facilities.

3. Engage in any conduct which makes dwelling units unavailable or denies dwellings to persons.
4. Make, print, or publish, or cause to make, print or publish discriminatory advertisements.

5. To represent that dwelling unit is not for sale or rent when in fact it is.

6. To engage in blockbusting.

7. To deny access to or membership or participation in, or to discriminate against any person in his or her access to or membership or participation in, any multiple-listing service, real estate broker’s association, or other service organization or facility relating to the business of selling or renting a dwelling or in the terms or conditions or membership or participation.

Whenever a complaint alleging discriminatory housing practice is received within the jurisdiction of the City of Blue Earth, the City will assist households who may have been discriminated against by providing the following services:

1. The City of Blue Earth and its agents will post Fair Housing information in public places and will provide information in the Spanish language.

This Fair Housing Plan is adopted by the City Council for the City of Blue Earth this __________ day of ______________________, 2020.

________________________________________________________________________

Mayor

________________________________________________________________________

City Administrator
CITY OF BLUE EARTH
OWNER OCCUPIED REHABILITATION PROGRAM
POLICY & PROCEDURE GUIDELINES

The following policies and procedures have been adopted for rehabilitation activities in the City of Blue Earth and are subject to change as recommended by the Minnesota Department of Employment and Economic Development.

SECTION A -- PROGRAM OBJECTIVES

The Blue Earth Residential Rehab Program is undertaken for the purpose of:

A.1 - Providing financial assistance for property owners to correct certain health, safety, or other deficiencies.

A.2 - Eliminating blighting influences and preventing further deterioration of properties.

A.3 - Restoring and preserving properties of historical value.

SECTION B -- PROGRAM DEFINITIONS

B.1 - Administrator

Administrator of the Program shall be “CEDA” Community and Economic Development Associates, P.O. Box 483, Chatfield, MN 55923 Phone (507) 867-3164. Staff shall coordinate all aspects of the Program.

B.2 - Annual Household Income

Annual household income means the projected total income from all sources received by the household head and/or spouse, and/or by each additional resident of the household, including all new income derived from assets for the 12-month period following the effective date of the initial determination or re-examination of income. This excludes income that is temporary, nonrecurring or sporadic.

B.3 - Applicant

 Applicant means any person seeking to obtain rehabilitation assistance under the terms of this Program.
B.4 - Deferred Loans

Deferred Loan means rehabilitation financing which carries no interest and no periodic payments, but which is secured by a Repayment Agreement and lien against the property. A Deferred Loan shall be repaid in full in years 1 and 2 and pro-rated 20% less years 3 thru 7, only in the event that the property which is repaired is sold, transferred, conveyed, or ceases to be the applicant’s principal place of residence within seven (7) years from the date of the Repayment agreement.

B.5 - Housing Inspector/Rehabilitation Specialist/Lead Inspector

The Housing and/or Lead Inspector for the Program shall be an employee of, or subcontracted by Community and Economic Development Associates and shall provide technical expertise relating to inspections, construction quality, code compliance, and work write-ups, lead assessment reports and lead clearance reports.

B.6 - Housing Rehab Standards

Housing Rehab Standards means the approved Blue Earth Housing Quality Standards. All rehabilitation will meet or exceed the Housing Quality Standards and Minnesota Energy Efficiency Standards in terms of sanitary facilities, food preparation, refuse disposal, space and security, thermal environment, illumination and electricity, structure and materials, interior air quality, water supply, lead-based paint, access, etc.

B.8 - Project Coordinator

The Project Coordinator for the Program shall be an employee of Community and Economic Development Associates and shall provide assistance and management relating to rehabilitation activities. The Project Coordinator is responsible for program marketing, application intake, scheduling inspections, preparation of contracts and loan documents and processing payment requests. The Project Coordinator serves as the contact person for rehabilitation from application to project close-out and shall be available one day per week in the community.

B.9 - Section 8 Guidelines

Section 8 Guidelines means the current set of income guidelines calculated by household size, as determined for Wabasha County, Minnesota, by the United States Department of Housing & Urban Development (HUD) and effective for 2020. Because these income guidelines are subject to periodic modification by the federal government, the City of Blue Earth reserves the right to adopt such modified guidelines when appropriate.
Section 8 Income Limits

2020 Faribault County

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<th>Family Size</th>
<th>Maximum Income</th>
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<tr>
<td>1</td>
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<tr>
<td>2</td>
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<tr>
<td>8</td>
<td>76,700</td>
</tr>
</tbody>
</table>

B.10 - Structural Conditions

**Standard** - Few or slight defects which are corrected during the course of regular maintenance.

**Substandard** - Needs more repair than regular maintenance. Property has one or more defects of an immediate nature.

**Suitable for Rehabilitation** - Suitable for Rehabilitation means structurally sound and cost-effective to repair. The following factors will be considered in determining the project size and whether it is suitable for rehab:

a. Structural Integrity - When the cost of structural repairs exceeds available funds, the property should not be rehabilitated.

b. After Rehab Life Expectancy of the Property - The useful life expectancy of the property must be 10 years or more.

c. Housing Replacement Costs - Rehabilitation costs should not exceed $24,500.

d. Socio-Economic Considerations - Issues to be evaluated include:
   1. Handicap Accessibility Modifications
   2. Lack of Housing Alternatives
   3. Cost of Relocation
   4. Expensive Housing Alternatives
   5. Historic Renovations
   6. Neighborhoods or Areas with Depressed Market Values

**Dilapidated** - One or more critical defects, or a combination of intermediate defects in sufficient numbers or extent to require considerable repair or rebuilding. May endanger the health, safety and well being of occupants.
B.11 - Target Area

The Target Area for owner occupied housing are the attached A & B target areas for the City of Blue Earth.

SECTION C -- GENERAL ELIGIBILITY FOR ASSISTANCE

Eligible Recipients

C.1 - Eligible recipients must have total projected household incomes at or below the Section 8 Income Guidelines as determined for Faribault County by the Department of Housing and Urban Development (HUD). The Section 8 Income Limits are listed in Section B.9.

C.2 The recipients must individually have 100% ownership of the structure to be improved. No properties with life estates or contract for deeds will be eligible to participate in the SCDP program. The property to be improved must be determined to be the principal place of residence for the applicant. Principal place of residence shall be defined as follows:

1. The property is homesteaded

2. The applicant shall reside in the dwelling for a minimum of 9 out of 12 months per year.

C.3 - All individuals having an ownership interest in such structure must join in the application.

C.4 - No member of the governing body of the locality and no official, employee, or agent of the local government who exercises policy, decision making function or responsibilities in connection with the planning and implementation of the Rehabilitation Program shall directly or indirectly benefit from this program. This prohibition shall continue for one (1) year after an individual's relationship with the local government ends. Any potential conflicts of interest under Minnesota Statutes 412.311 and 471.87-471.89 or Federal Regulations 24 CFR, Part 570, Uniform Administration Requirements, shall be evaluated on the basis of a legal opinion to be requested from the Blue Earth’s City Attorney. A letter will then be sent to the Minnesota Department of Employment and Economic Development (DEED), requesting them to make the final decision.
SECTION D -- FAIR HOUSING & EQUAL OPPORTUNITY

The City of Blue Earth and its contract administrator, Community and Economic Development Associates, will work affirmatively to ensure that all persons, regardless of race, color, creed, national origin, sex, religion, marital status, age, handicap, familial status or reliance on public assistance, will be treated fairly and equally for purposes of participation in the Program. Access to program information and materials will be available to all interested persons.

SECTION E -- FLOOD PLAIN

If the property is located in a 100-year floodplain it cannot be rehabbed using SCDP funds. As per MN DEED’s 2014 ruling: “No homes will be rehabbed with SCDP funds that are located in the 100-year floodplain”.

SECTION F -- DATA PRIVACY

All information provided by applicants under the housing rehabilitation program shall be maintained in accordance with the Minnesota Data Practices Act and the City’s Grant Agreement with the Minnesota Department of Employment and Economic Development. Applicants shall be provided with proper written notice as specified under the Act. Solely for the purpose of administering the Program, information may be made available to the staffs of CEDA and the contracted lead inspector, and to financing sources.

SECTION G -- HISTORICAL REVIEW

Each housing unit that is older than 45 years, will be submitted for review as identified following the procedures outlined by the Minnesota State Historic Preservation office. If the structure is listed or eligible for listing individually on the National Register, or within the boundaries of, or immediately adjacent to, a historic district which is listed or eligible for listing on the National Register and the unit was originally built prior to 1950; the property will be evaluated for historical significance by the State Historic Preservation Officer. If it has been determined that the property is listed on the National Register or considered eligible to the National Register, a review of the proposed rehabilitation work is necessary. Work must be in conformance with the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

SECTION H -- LEAD BASED PAINT

The City of Blue Earth, and its contract Administrator, Community and Economic Development Associates will, on behalf of the City will comply with Department of Employment and Economic Development (DEED) procedures to fulfill the objectives and requirements of Section 302 of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b). All program
applicants will receive notification of the hazards of lead based paint. The Rehabilitation Specialist and/or a contracted lead inspector shall inspect for defective paint surfaces at the time the property is being inspected for rehabilitation. A lead risk assessment inspection is required for all owner occupied housing rehab projects if the home was built on or before 1978; and a copy of the report shall be provided to the homeowner. All defective surfaces will be corrected in accordance with Minnesota statutes and safe work practices. Additionally, contracts for rehabilitation work will include language explicitly prohibiting the use of lead based paint. The cost of the lead inspection and clearance will be included in the homeowner’s loan agreement.

The City of Blue Earth has determined that the health and safety of program participants is the highest priority within the rehabilitation program. A purpose of the program is to eliminate the hazards of lead based paint and to conduct rehabilitation work in a manner, which is lead safe.

When temporary relocation of occupants becomes necessary due to the nature of the rehabilitation activities, it is the homeowner’s responsibility to locate a temporary unit. Owners shall be encouraged to arrange living with family or friends. The Project Coordinator shall work with participants to identify suitable alternatives when needed.

Inspection of the replacement unit by the Project Coordinator prior to the move will be required. Temporary housing may be flexible on size and location, but it must be lead safe, with no evidence of deteriorated paint.

The program does not intend to pay for out-of-pocket expenses for temporary relocation. Limited assistance may be available however, in hardship cases. Situations constituting a hardship will be defined as households with incomes below 50% of the area median and where no family or friends are available for the owner to live with. Authorization to incur expenses for reimbursement must be approved in advance by the Project Coordinator.

**SECTION I -- INCOME OF APPLICANTS**

Grantee’s must consider income from all sources, before taxes or withholding, from all residents of a household 18 years of age or older that is anticipated to be received over the next 12 months following application. For the purposes of housing rehabilitation assistance under the Small Cities Development Program, Annual Household Income shall include but not be limited to:

Income for the purpose of this rehabilitation program shall be defined as gross annual income including salary, commissions, bonuses, earnings from part time employment, interest, dividends, tips, gains on securities, annuities, pensions, royalties, veterans administration compensation, net rental income from all sources, alimony, child support, public assistance, sick pay, social security benefits, income received from business activities or investments, unemployment compensation, estate or trust income, and other miscellaneous income. Gross annual income from self employment shall be deemed to be the net profit from said self employment, as declared by the applicant in Schedule C, F, or E, Part III, as appropriate, of the United States Internal Revenue Service Form 1040, or any other such schedule as may be hereafter promulgated, but including all depreciation as
All income shall be verified in writing. The following examples listed below are considered acceptable:

1. Written verification from employers or other income providers.
2. A minimum of two (2) recent check stubs, or proof of direct deposit
3. Current social security, veteran’s administration, etc. pension letters or proof of direct deposits
4. Deposit slips, bank statements indicating regular automatic deposit of funds.
5. Income from self employment should be based on the average of the last two years federal income tax returns.

SECTION J -- ELIGIBLE PROPERTIES FOR REHABILITATION

SCDP funds will be used to improve properties which meet the following criteria:

J.1 - The property to be improved is located within the A & B housing target districts of Blue Earth (map attached).

J.2 - The property to be improved must be a permanent structure.

J.3 - The property must be determined feasible for rehabilitation and cost effective to repair. The following factors will be considered in determining the project size and whether it is suitable for rehab:
   a. Structural Integrity
   b. After Rehab Life Expectancy of the Property
   c. Housing Replacement Costs
   d. Socio-Economic Considerations

J.4 - The property to be improved must be considered substandard under the local definition.

SECTION K -- ELIGIBLE IMPROVEMENTS

Improvements made with SCDP funds shall satisfy the following requirements:

K.1 - Each improvement must be a permanent general improvement. Permanent general improvements shall include alteration, renovation, or repairs upon and in connection with existing structures, which correct defects and deficiencies in the property affecting directly the safety, habitability, energy consumption, or aesthetics of the property. A permanent general improvement must be economically viable. An improvement is economically viable if upon completion: (1) the structure will have a remaining useful life expectancy of ten (10) years, and (2) the structure will be
livable, safe, and habitable.

K.2 - Eligible Improvements include:

* Improvements required in order to bring the unit up to Blue Earth Housing Quality Standards.

* Any improvement resulting in a substantial weatherization of the property.

* Exterior painting and/or residing as needed.

* Any improvement to modify or rehabilitate the unit as handicapped accessible and habitable.

* Structural improvements to and the necessary replacement of roofs, floors, exterior walls, interior walls, stairs, foundation, and other basic features.

* Functional improvements to and the necessary replacement of electrical systems, plumbing fixtures, heating units, septic systems, etc.

* Room additions, only where needed in order to accommodate the installation of a bathroom where none currently exists or where severe overcrowding exists.

* Certain costs required by law or regulation such as permits, title checks, recording fees, etc.

* Each improvement must be made in compliance with all applicable health, fire prevention, building, housing and energy codes and standards; provided, however, that no application shall be denied solely because the improvement will not bring such property into full compliance with these codes.

* Reduction of lead hazards.

K.3 - Ineligible Improvements

The following improvements are not eligible for financing under the SCDP program: Landscaping beyond that which is necessary in connection to repair of foundations, detached garages or outbuildings, fireplaces, air conditioning unless medically necessary, wood stoves, decks, patios, fencing, water softeners or purifiers, kitchen appliances, or other improvements determined by the Housing Inspector to be "luxuries".

SCDP funds shall not be used for the payment, wholly or in part, of assessments for public improvements; provided, however, that such funds may be used for that portion of improvements located on the property which will bring an individual water supply system or sewage disposal
system into compliance with local, state, or federal environmental and sanitary standards.

K.4 - Final Condition

Upon completion and final inspection, all property shall meet or exceed Housing Quality Standards. Those repairs which are financed under the Program shall meet State of Minnesota plumbing, electrical, energy conservation, and other codes. All property shall also meet or exceed such local housing rehabilitation standards as may be established by the City of Blue Earth.

SECTION L -- FORMS OF ASSISTANCE

The average project will consist of $24,000 in rehabilitation.

L.1 - The following types of assistance will be available to eligible property owners to be financed as follows:

1. Housing SCDP Deferred Loan and the City of Blue Earth deferred loan funds of up to 100% of the total construction costs (average $24,000) in the form of a zero interest deferred loan with a term not to exceed seven years.

2. Private equity, bank loans, weatherization funds, City of Blue Earth, USDA grant/Loan funds, or a combination thereof, will be used for leverage funds. CEDA shall provide referral information and assistance to obtain leverage funds.

SECTION M -- PROGRAM ADMINISTRATION

The following administrative procedures shall govern the operation of the Rehabilitation Program for the City of Blue Earth.

M.1 - Application and Selection Procedures
CEDA will conduct outreach in the project areas and will solicit applications for the program in the following ways:

1. Make direct mailings or phone calls or informational meetings of program information to the potential applicants in the project target area to generate additional applications if needed;

2. Develop brochures and send them out in the billing statement of local utility vendors, if necessary, to generate additional applicants;
3. Develop posters and display them in prominent areas in the community as well as distributing brochures at commodity distribution sites; and

4. Issue press releases to local newspaper and the local radio station.

M.2 - Application Intake

Applications will be selected for participation in the program by CEDA staff, based upon applicability to the program guidelines on a first-come, first-serve basis. A waiting list was formed by the mailing of survey forms for the Pre-Application/Application that was submitted to DEED. Based on preliminary review of the applications, CEDA staff shall make the following determinations:

1. Housing - Whether or not the applicant appears to be eligible for a deferred loan based upon verification of income.

2. Potential for applicant eligibility to participate in the weatherization program, MHFA Rehabilitation/Home Improvement Energy Loan Programs, and/or USDA Loan/Grant programs, etc.

3. Whether or not the applicant has clear title to the property to be improved. Prior to project approval, title verification will be completed to determine the following:
   a. The property is homesteaded;
   b. All real estate taxes are current; and
   c. All individuals having an ownership interest, including contract holders have agreed, in writing, to join in the application and the repayment agreement.

M.3 - Property Inspections

Upon determination that a property owner applying for rehabilitation assistance is eligible based on the program guidelines, the Rehabilitation Specialist shall conduct an initial inspection of the property to determine the corrective action necessary for the property to conform to the Blue Earth SCDP Rehabilitation Standards and to estimate the cost of improvements needed.

M.4 - Work Write-ups

Upon completion of the initial inspection, the Rehabilitation Specialist shall prepare a work write-up indicating the work necessary to bring the property in compliance with the Housing Quality Standards, inclusive of the Minnesota Energy Efficiency Standards, and the estimated cost of those improvements. Any improvements deemed necessary by the Rehabilitation Specialist for the property to conform to the Rehabilitation Standards shall be included as part of the work write-up.
M.5 - Contracting Procedures

A. Contractors shall be recruited for participation by advertisement and referral. Use of local contractors, particularly minority or women owned as well as those committed to hiring low income persons shall be encouraged to the maximum extent feasible. To the extent feasible, the contractor shall provide opportunities for training and employment to lower income residents of the area, particularly residents of public or federally assisted housing.

B. Contractors will be responsible for securing insurance of the amounts required under Minnesota law. The contractor must provide proof of insurance coverage via a Certificate of Insurance Coverage.

C. The contract is between the applicant and the contractor. The applicant will be provided, upon request, with a list of approved contractors to choose from. However, an applicant is free to choose any licensed contractor.

D. The Rehabilitation Specialist will prepare the work write-ups for bidding purposes, assist the owners in obtaining bids, and review all bids received to determine that they are responsive and responsible. A minimum of two (2) bids shall be received for each improvement project.

E. The contract shall be awarded to the lowest base bid unless one (1) of the following circumstances occurs:

1. The bid is determined to be unrealistically low and the contractor agrees to withdraw the bid;

2. The contractor has failed to follow the procedures as outlined in the instructions to the bidders;

3. The homeowner does not want the low contractor to perform the work and agrees to pay the difference between the lowest bid and the preferred contractor's bid.

4. There appears to have been collusion between two (2) or more contractors, in which case, all bids in the questionable trade category will be thrown out and different contractors solicited for bids; and

5. The contractor fails to bid according to the specifications, and it proves impossible to compare that contractor's bid with the other contractors.

F. Upon acceptance of the bid by the applicant, CEDA will package the project according to eligibility. Once the package has been approved, the Repayment
Agreement is drawn up and executed. A Notice to Proceed is then issued to the accepted contractors. That notice will allow the contractor ninety (90) days in which to complete the awarded contract.

G. Change Orders
All change orders to the contract require the signature of both the owner and the Rehabilitation Specialist as well as approval of the Project Coordinator.

H. Acceptance of Work/Inspection
Interim inspections will be scheduled by the Rehabilitation Specialist to monitor work in progress and authorize partial payments as described in Section I below. Final inspections shall be required to ensure that the work has been completed in a satisfactory manner. In the event of a dispute between the owner and contractor concerning the completion of rehabilitation, the Rehabilitation Specialist shall work with both parties to negotiate a satisfactory solution. If such a solution cannot be found, the Executive Director of CEDA shall be the final authority on when the job has been satisfactorily completed.

I. All contractors will agree to the payment schedule which is as follows:

1. No pre-payments are allowable for any reason;

2. Payments will be made only after the work is completed and inspected according to the specifications contained within the Scope of Work and meets with the approval of the applicant and the CEDA Rehabilitation Specialist. In order for the contractor to be paid, a signed (by the contractor, the owner, the CEDA Project Coordinator and the Inspector/Rehab Specialist) Contractor Payment Request must be presented at the time of payment; and

3. Payments will be made only upon presentation of the following documents:
   1. Billing Statement
   2. Lien Waiver
   3. Contractor Payment Request
   4. Payment Inspection Report

J. Contractors who fail to carry out construction in accordance with the provisions of the contract documents shall be terminated. CEDA and/or Owner may, on seven (7) days notice to contractor, terminate a contract before the completion date and owner may engage the services of another contractor to complete the work. The cost of such completion shall be deducted from any amount due to the contractor hereunder.

M.6 - Repayment Requirement/Deferred Loan
A. Housing - A recipient of a deferred loan and all individuals who signed the application for such deferred loan shall enter into an agreement with the City of Blue Earth for repayment of the loan. The agreement shall provide that in the event the property improved is sold, transferred, or otherwise conveyed within seven (7) years from the date upon which the application was approved, the recipient shall repay such loan in accordance with the agreement, which the agreement will stipulate that the full amount will be repaid years 1 and 2, and will decrease 20% per year until totally forgiven after seven years. The Repayment Agreement shall be recorded by CEDA in favor of the City of Blue Earth as a lien to ensure payment. Further, the Repayment Agreement shall be subordinated to the lending institutions and other loans.

B. If any deferred loans are used for purposes other than an eligible improvement upon an eligible property or if the recipient's application is found to contain a material misstatement of fact, the recipient shall be liable for repayment of the loan.

C. As specified in the provisions of the Repayment Agreement, the recipient shall be required to notify the City of Blue Earth immediately upon the sale, transfer or conveyance of the property.

D. Loan repayments received by the City of Blue Earth shall be considered Program Income. The reuse of these repayments is regulated by the DEED approved Program Income Plan for use of Program Income. These funds will be used for any eligible SCDP activity as approved by DEED.

M.7 – Notice of Right to Cancel

B. Applicants shall also be provided with a Notice of Right to cancel informing them of the legal right under federal law to cancel the transaction, without cost, within three (3) business days. This Notice includes detailed instructions on how and when to exercise this right.

M.8 - Rehabilitation Assistance Loan/Deferred Loan Packages

A. CEDA shall maintain files of each applicant for assistance via the Rehabilitation Program until the project is officially closed by the Department of Employment and Economic Development. Files shall then be transferred to the City of Blue Earth and maintained for a period of not less than six (6) years following submission of the final financial report.

M.9 - Complaint Procedure.

A. Complaints concerning the rehabilitation program shall be in writing and addressed
to the CEDA Rehabilitation Specialist at CEDA, PO Box 483, Chatfield, MN 55923. The Rehabilitation Specialist will contact the applicant and attempt to resolve the problem. A written response will be made within fifteen (15) working days.

B. If an applicant is not satisfied with his/her response, he/she may appeal to the Executive Director, whose decision will be final. The Executive Director's decision will be in writing and will be made within fifteen (15) working days.

M.12 – After the Loan

A. Reverse Mortgages – SCDP loan agreements must be repaid if homeowner takes out a reverse mortgage on the property.

B. Subordination – During the life of the SCDP loan, recipients may refinance to secure a lower rate on a mortgage, not exceeding a loan to value determined by local policy. SCDP grant recipients may use the cash equity to rehabilitate the property. Cash equity for all other uses are not allowed unless the SCDP loan is repaid in full. An exception may be granted based on special circumstances with prior approval from DEED. DEED does not process subordinations. Subordinations are to be reviewed and processed by each respective grantee.

M.13 - Amendments, Directives

A. These procedural guides may be amended or supplemented from time to time by CEDA, upon approval by the City of Blue Earth and by issuance of revised pages to be effective as of the date of issuance. All changes and amendments must be submitted to and approved by the Department of Employment and Economic Development.

SECTION N – HOUSING QUALITY STANDARDS

N. - Housing Quality Standards

Each improvement must be made in compliance with all applicable health, fire prevention, building, housing and energy codes and standards. The property must comply with local nuisance standards and meet HQS after completion of the rehabilitation work. If funding sources will be inadequate for the home to meet HQS, the home will be deemed unsuitable for rehabilitation.

SECTION O - OUTLINE OF HOUSING REHABILITATION PROCESS

1. Interact With Interested Homeowner
   A. Fill out application for assistance.
   B. Discuss data privacy, get Privacy Warning release signed.
   C. Discuss lead based paint poisoning notification (Renovate Right Brochure).
D. Obtain authorization to take pictures of house.
E. Secure conflict-screening form. If conflict, need to secure exception from the SCDP.
F. If contract for deed, obtain consent from contract holder.
G. Get authorization signed by homeowner to verify income, assets and credit (latter if applicable for other leverage programs).

2. Verification of Eligibility
A. Verify income with employer or other documentation.
B. Verify interest earned or other income.
C. Verify that home is not a single-wide mobile home.
D. Recorder’s Office- verify title and check for liens.
E. Review Treasurer’s Office- verify that current taxes are paid.
F. Review Auditor’s Office- verify that all back taxes are paid.
G. Clearance with State Historical Preservation Officer and home not in 100 year flood plain.
H. Verify home in city limits or target area (if applicable).
I. Verify home not a duplex (eligible under SCDP rental rehabilitation)

3. Inspection, Bids, Loan, Authority to Start
A. Inspector determines project to be feasible or not feasible.
B. Inspector determines that property is compliant with local nuisance standards (junk, weeds, etc.)
C. Homeowner notified of lead risk assessment.
D. Risk assessment for lead hazards completed. Summary Notice completed, copy provided to homeowner and signed copy in file.
E. Inspection completed and detailed specification prepared.
F. Homeowner notified of eligibility or ineligibility, and if eligible the terms of assistance to be provided.
G. Homeowner approves specifications.
H. Homeowner chooses two contractors to bid on the rehabilitation project
I. Bid package is provided to the selected contractors. If any of the contractors are not interested in bidding, the homeowner may select a replacement.
J. Bids opened at pre-selected date. Homeowner chooses contractor to undertake the project. SCDP program funds their percentage of the lowest bid received.
K. Applicants and projects must be determined as eligible before a commitment of SCDP funds is made.
L. Homeowner is notified about approval of the scope of work associated with their project.
M. If required, homeowner deposits “other” financing into rehabilitation escrow account.
N. Homeowner signs repayment agreement as security for the city.
O. Relocation Screening Sheet for Occupant Protection With Lead Hazard Reduction Activities completed and placed in file.
P. Notice to Proceed is issued to the contractor.

4. Rehabilitation Project
A. Project change orders processed, if necessary.
B. Mortgage amount filled in and is filed with County Recorder.
C. Partial payments made if required after inspections are completed.
D. Contract payment request signed by contractor, homeowner, and Program staff representative.
E. Lead Clearance completed.
F. Lien Waivers obtained from contractor, subcontractors, and material suppliers.
G. Final payment is made after lien waivers and Lead Clearance received.

5. **Rehabilitation Project File Maintained**
A. A rehabilitation project file will be maintained on each application for funding, and will include all of the appropriate photos, documentation and forms relating to the project.
CITY OF BLUE EARTH SCDP REHAB PROGRAM 2020-2023
PROGRAM INCOME AND LOCAL FUNDS GENERATED PLAN

Program Income is defined as any income equal to or exceeding $35,000 in a federal fiscal year (10/1 – 9/30) received by the Grantee from the CDBG (SCDP and federal Minnesota Investment Fund). Any income received from a SCDP grant under $35,000 in a federal fiscal year, is not Program Income, but must be reused for an approved purpose.

The residential loan agreements will stipulate that if an applicant sells their dwelling within seven (7) years of receiving a rehabilitation deferred loan, they must repay all or a portion of the deferred amount. The repayment agreement will stipulate that the full amount will be repaid in years 1 and 2 and will decrease 20% per year until totally forgiven after seven (7) years.

Program Income and local funds generated from the grant will be dedicated to a revolving loan fund set up by the City of Blue Earth. This account will be used for any eligible and approved SCDP activities in Blue Earth that are consistent with the Grantee’s application and as approved by DEED.

This recapture and reuse of funds in a consistent manner as established within the SCDP application will provide an ongoing positive impact on redevelopment in the City of Blue Earth.

The funds will be tracked within Blue Earth’s computerized modified accrual accounting system, which will account grants, leveraged funds, separate payments and disbursement.

If the fund is established due to receipt of Program Income and local funds, financial transactions will be recorded and a financial statement will be presented to the City of Blue Earth. This financial statement will include preparation of reconciliation of the balance sheet. All records will be available for an independent auditor to review and verify all transactions.

If a Grantee has an open SCDP grant and receives income (Program Income or not) from that SCDP grant, or previous SCDP grants that are now closed, the amount received must be used for grant activities prior to drawing awarded funds. Program Income will be subtracted from the amount requested on the Disbursement Request Form (DRF). After closeout, any program income and interest earned will be tracked and reported annually by the City of Blue Earth on a form provided by DEED.

After closeout, any program income that is not used within five years from the reporting year received must be returned to the State of Minnesota, Small Cities Development Program.

The Program Income and Local Funds Generated Plan is adopted by the City of Blue Earth this _______ day of _____________________________, 2020.

____________________________________   __________ ____________________
Mayor                                     City Administrator
Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as Amended
For Blue Earth, Minnesota

A. The City of Blue Earth will replace all occupied and vacant occupiable low to moderate income dwelling units demolished or converted to a use other than as low to moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG, UDAG and/or HOME-assisted projects.

All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of Blue Earth will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low to moderate income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversions;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low to moderate income dwelling unit for at least seven (7) years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of dwelling units with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of low and moderate income households in the jurisdiction.

The City of Blue Earth may request the Minnesota Department of Employment and Economic Development to recommend that the U.S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of low to moderate income dwelling units in standard condition. Exceptions will be reviewed on a case by case basis as described in 24 CFR 42.375(d).

B. The City of Blue Earth will provide relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24., to each low to moderate income household displaced by the demolition of housing or by the conversion of a low to moderate income dwelling to another use as a direct result of assisted activities. Displaced low to moderate income persons may choose assistance under the Uniform Relocation Act or moving costs and a housing assistance payment so that rent and utilities do not exceed 30% of household income for a period of five (5) years.

C. Consistent with the goals and objectives of activities assisted under the Act, the City of Blue Earth will take the following steps to minimize the displacement of persons from their homes and businesses:

1. Informing landlords/property owners of the need to minimize displacement of tenants and to inform tenants of their intent to minimize displacement.
2. Providing General Information Notices to all tenants (housing and commercial), completing and maintaining Tenant Surveys and Tenant Assistance Records.
3. Refer to Policy and Procedure Manual for Rental Housing for specific guidance on temporary relocation triggered by lead hazard reduction procedures.
4. Requiring landlords to pay tenant out of pocket expenses for the period of time in which a unit is not habitable.
5. Retaining records of potential displacement for a period of three years from the date of project completion.

D. Definitions for the purposes of this plan are as follows:

A “low to moderate income dwelling unit” is a unit with a market rental, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the Section 8 existing housing program.

A “vacant occupiable dwelling unit” is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

A “standard condition dwelling unit” is a well-built unit with adequate space for persons living there. There are no major defects in the structure and only minor maintenance is required. Such dwellings will have the following characteristics: reliable roofs; sound walls and foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing and electrical systems which don’t present safety hazards; adequate insulation for local climatic conditions; and is in compliance with local building and housing codes.

A “substandard condition dwelling unit, suitable for rehabilitation” will show a lot of deferred maintenance with permanent damage to structural items. Conditions contributing to substandard dwelling include but are not limited to: sagging, cracked, rotted or leaking roofs, walls, foundations, ceilings, floors, doors, and windows; deteriorated surfaces and woodwork; unreliable heating, plumbing, or electrical systems which present safety hazards of inadequate insulation. The cost of rehabilitating the unit to a standard condition should not exceed the market value of the dwelling.

Resolution of Adoption of Residential Antidisplacement and Relocation Assistance Plan.

BE IT RESOLVED that the City of Blue Earth hereby adopts the Residential Antidisplacement and Relocation Assistance Plan for the City of Blue Earth.

I certify that the above resolution was adopted by the City Council for the City of Blue Earth, Minnesota on this ______ day of ___________________, 2020.

__________________________________ ___________________________ ____
Mayor City Administrator
Resolution 2020-19

A RESOLUTION ADOPTING POLICIES FOR ADMINISTRATION OF MN DEPARTMENT OF EMPLOYEMENT & ECONOMIC DEVELOPMENT SMALL CITIES DEVELOPMENT GRANT

WHEREAS, the City of Blue Earth has entered into an agreement with the State of Minnesota, Department of Employment and Economic Development for the allocation of grant funding by the United States Department of Housing and Urban Development under the Community Development Block Grant Program with the City of Blue Earth acting as the legal sponsor for the project, and;

WHEREAS, the City of Blue Earth has entered into an agreement with CEDA to coordinate and administer the program which includes single family and commercial rehabilitation, and;

WHEREAS, certain guidelines, policies and procedures are required to enable CEDA and the City to achieve the goals of the Small Cities Development Program,

NOW, THEREFORE, BE IT RESOLVED, the City of Blue Earth adopts the attached policies as listed herein, for the Small Cities Development Program:

Conflict of Interest Policy  Drug Free Policy  Section 3 Plan
Program Income Plan  Fair Housing Action Plan
Excessive Force Policy
Residential Anti-Displacement and Relocation Assistance Plan
Affirmative Action/Equal Employment/Data Privacy/Sexual Harassment

BE IT FURTHER RESOLVED, the City approves the Policies and Procedures Manual for SCDP Owner Occupied Program for the City of Blue Earth. Also included for city approval and signatures is the Administrative Contract between Blue Earth and CEDA.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Blue Earth on __________ __________________________, 2020.

____________________________________  ___________________________
Mayor, City of Blue Earth  Date

____________________________________  ___________________________
City Administrator, City of Blue Earth  Date
BLUE EARTH
SECTION 3 PLAN

Blue Earth - Section 3 Plan

The City of Blue Earth in conjunction with Small Cities Development Program Grant # CDAP-19-0029-0-FY20, has the following plan to direct employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very-low income persons, particularly those who are recipients of government assistance for housing.

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunities are available on HUD funded projects, preference is given to low and very-low income persons or businesses. Being a Section 3 Business is not required; however preference is given to those businesses.

Blue Earth, will attempt to recruit low income residents through at least one of the following: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within Blue Earth in which the Section 3 covered program or project is located.

Blue Earth will participate in the SCDP HUD program which promotes the training or employment of Section 3 residents and Women and Minority-Owned Businesses.

Blue Earth will participate in a HUD program or other program which promotes the award of contracts to businesses which meet the definition of Section 3.

Blue Earth will require all contractors to complete and submit the Section 3 Business Certification Form prior to awarding contracts. While being a Section 3 business is not required for the program, Blue Earth will give preference to qualified, competitive Section 3 businesses.

The Section 3 Plan is adopted by the City Council for the City of Blue Earth this _____ day of ______________________, 2020.

__________________________________________   ______________________________
Mayor                                       City Administrator
The City Council discussed possible uses for the remaining Coronavirus Relief Fund dollars at their meeting on September 8th. The City Council has approved the following expenditures:

<table>
<thead>
<tr>
<th>Department, Expenditure</th>
<th>Total</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Departments, Small Business Grants, EDA, department quotes for supplies and projects</td>
<td>$146,914.37</td>
<td>YTD</td>
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<tr>
<td>UHD, Analyzer Machine</td>
<td>$35,000</td>
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<tr>
<td>Remaining</td>
<td>$59,475.63</td>
<td>11-15-2020</td>
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<tr>
<td>REQUEST Staff/Office Cleaning Supplies, PPE</td>
<td>$7,000</td>
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<tr>
<td>Remaining</td>
<td>$52,475.63</td>
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Department Expenditure Total Date

- $241,390.00
- $146,914.37 YTD
- $35,000
- $59,475.63 11-15-2020
- $7,000
- $52,475.63

REQUEST:

Staff/Office Cleaning Supplies, PPE $7,000

Remaining $52,475.63

Quotes

<table>
<thead>
<tr>
<th>Department in Chambers – City Hall</th>
<th>BEVCOMM</th>
<th>MIDWEST IT</th>
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</thead>
<tbody>
<tr>
<td>Laptop</td>
<td>$809.99</td>
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<td>Smart TV</td>
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<td>30’ HDMI cable</td>
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<td>HP Probook Core i5</td>
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<tr>
<td>65” TV</td>
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<tr>
<td>TV Wall mount</td>
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<tr>
<td>Labor</td>
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<td>$7,836.52</td>
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<tr>
<td>Video Conference Setup</td>
<td></td>
<td></td>
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<tr>
<td>85” Display, Wireless Cast to TV for Guest Presenters, Video Conference Camera, Speakers and Microphones. Install TV on East wall current TV stand, video conference equipment stored by TV with instructions for use. Remove current conference room TVs, projector and recycle. Train staff on use.</td>
<td>Video Conference Setup, 85” Display, Wireless Cast to TV for Guest Presenters, Video Conference Camera, Speakers and Microphones. Install TV on East wall and setup laptop connection at City Administrator position in council chambers. Train staff on use. (Additional $800-900 for laptop for this setup)</td>
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<tr>
<td>Conference Room – Ag Center</td>
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<tr>
<td>65” TV</td>
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<td>FOTY LOCKS</td>
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<td>Secure Locks – Ag Center</td>
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<td>$28,249.18</td>
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<td><em>EDA will be considering these quotes at the board meeting on October 8th</em></td>
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<tr>
<td>ELKAY Bottle Filling Station – Ag Center</td>
<td>$943 - $1,763</td>
<td>Dependent on model</td>
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</tbody>
</table>
GRANT AGREEMENT

The grant to your organization from the Compeer Financial Fund for Rural America, (hereinafter “Fund for Rural America”) is for the explicit purpose(s) described in the Grant Application and is subject to your acceptance of the terms described therein.

To acknowledge this agreement, to accept the grant and receive the funds, return a signed copy of this Grant Agreement to Compeer Financial, ACA. Keep the other copy for your files. Please refer to the identification number and title in all communications concerning this grant.

Grantee: Blue Earth Fire and Rescue

ID #: 2020

Amount Granted: $3,000.00

Grant Period: Through December 31, 2020

Funds to be used for: battery powered positive pressure fan

The undersigned hereby agrees to the following grant conditions:

1. The funds provided by this grant may be spent only in accordance with the provisions of the grantee’s funding request and budget as approved. Grantee shall not use the funds for any purpose prohibited by applicable law, and shall use the funds only for those purposes which are permissible under all applicable laws and regulations, including but not limited to the Internal Revenue Code, as amended and the regulations issued thereunder. Grantee shall comply with any and all applicable federal, state and local laws.

2. No funds provided by the Fund for Rural America may be used for any political campaign, or to support attempts to influence legislation of any governmental body other than through making available the results of nonpartisan analysis, study and research.

3. Expenses charged against this grant may not be incurred prior to the date at which the grant period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.

4. The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

5. The grantee shall return any unexpended funds to Fund for Rural America, which are not used for the approved purposes and/or remain unexpended at the close of the grant period.
6. Funds shall be promptly returned to Fund for Rural America if Fund for Rural America determines, in its sole discretion that the grantee has not performed in accordance with the Terms of the Grant and/or has not met the specific grant conditions of the approved program.

7. For the purposes of making verifications, as it deems desirable toward the fulfillment of Fund for Rural America objectives, Fund for Rural America may conduct site visits and/or review grantee’s records at reasonable times during grantee's regular business hours.

8. Grantees are required to recognize Fund for Rural America in all publicity materials related to the funded project or program, as specified in the grant request. Prior to making public any such materials, grantees must submit the text of any announcements and plans for publicity to the Fund for Rural America Officer responsible for the grant. Approval of the Fund for Rural America Officer is required prior to any such materials being announced or made available to the public. Grantee shall cooperate with Fund for Rural America in connection with all publicity materials that Compeer Financial, ACA may wish to publish regarding Fund for Rural America and/or the project, including, but not limited to providing photo releases and/or other consents.

9. Grantee agrees to indemnify and hold Compeer Financial, ACA and Fund for Rural America harmless and, at its own cost and expense, defend Compeer Financial, ACA and Fund for Rural America, its officers, employees and directors from and against any and all liability, including but not limited to costs, attorney’s fees, and claims for damages arising out of grantee’s actions in furtherance of the project for which grant funds have been awarded. Compeer Financial, ACA and Fund for Rural America shall not be liable for any claims arising out of the project or any work performed in connection therewith. Grantee shall be solely responsible for the acts or omissions of its officers, agents, employees, directors and subcontractors.”

10. Grantee warrants and represents that it has made no material false statement, or misstatement of fact, in connection with its Grant Application or its receipt of the Grant Funds, and all information previously submitted to Fund for Rural America or which it will submit to Fund for Rural America in the future relating to the grant or the project, is and will be true and correct.

11. Grantee shall not engage in discriminatory practices with respect to the project for which grant funds have been provided, and shall, with respect to all project activities, fully comply with all state, local and federal non-discrimination laws, as applicable.

12. To submit a final report thirty (30) days after the completion of the grant, of activities carried on under the grant, evaluations of what the grant accomplished, and complete financial reports detailing use of the grant funds.

13. PAYMENT OF GRANTS: Fund for Rural America reserves the right to terminate or modify any payments pursuant to this grant, including modification of previously agreed upon payment schedules should this be deemed appropriate by Fund for Rural America.

14. LIMIT OF COMMITMENT: This grant is made with the understanding that Fund for Rural America has no obligation to provide other or additional support to the grantee.
15. Nothing contained in this Agreement, nor in the application process or the granting of funds, shall be intended or construed in any manner as creating or establishing a relationship of partners or joint venture between the grantee and Fund for Rural America, nor shall grantee be considered or deemed to be an agent, representative or employee of Compeer Financial, ACA or Fund for Rural America.

16. This Agreement shall be construed in accordance with the laws of the State of Wisconsin and any proceedings or disputes arising out of this Agreement shall be venued in Dane County, Wisconsin.

17. The waiver of any breach of any provision of this Agreement by Fund for Rural America shall not be deemed to be a waiver of any such breach in the future or any other breach of any other provision.

18. Grantee hereby states that no goods or services were received in exchange for the donation from Compeer Financial, ACA.

In accepting the grant, the grantee accepts the terms stated in this agreement.

Organization: Blue Earth Fire and Rescue

Signature of Authorized Representative: [Signature]

Printed Name / Title: Bill Rosenau / Lieutenant

Date: 9/25/2020
TO: Blue Earth Mayor and City Council  
FROM: Mary Kennedy, City Administrator  
SUBJECT: REV as City Subcommittee  
DATE: 05 October 2020

Blue Earth has been a leading participant in Southern Minnesota Initiative Foundation’s (SMIF) REV program since its launch just under three (3) years ago. REV is an acronym for Rural Entrepreneurial Venture. The idea behind the initiative is to find and inspire local entrepreneurs and business owners and network them to resources they need that will help them find success within the community. Rather than focusing all the community’s economic development efforts on business recruitment, this model aims to “grow your own”.

The list of Blue Earth’s accomplishments throughout this program is long.

Notable Successes:

- Surveyed 15 businesses through R2 model and perfected follow-up method
- Creatively marketed REV as an economic development strategy and campaign
- Recruited additional core team members at Year 2 mark
- Strengthened relationship between EDA and Blue Earth Area School district
- Authored and were awarded $7,500 Small Town Grant
- Built framework supporting local student workforce exploration
- Picked up media attention from local media outlets which led to conversations with local communities and school districts
- Established SHOP (Support. Host. Offer. Participate.) program with Blue Earth Area School district
- Connected local businesses with potential workforce
- Gained community support and acknowledgement
- Recognized by SMIF in 2020 Impact Report
- Community Workforce Coordinator position was created as a direct result of the workforce exploration framework
- The SHOP model is being replicated in other communities
- Asked to participate in 10-week Succession Planning Pilot Program

We believe Blue Earth has found such great success with this program because of the EDA support and community buy-in. Blue Earth has been able to shift its economic development strategy to include entrepreneur support and is using the SHOP model to attempt to mitigate the decreasing school enrollment and population decline.
Structure:

2018-2020: SMIF provided coach and $2,500 for program implementation.
2019: EDA was awarded Small Town Grant ($7,500) for SHOP program.
2020: CEDA staffed Community Workforce Coordinator to serve BEA and USC through South Central Service Cooperative contract through the Greater Twin Cities United Way Grant: Guided Pathways to Success and the South-Central Perkins Consortium Grant.

2021 and beyond:

REV is seeking funding from local businesses who have found the SHOP program beneficial. Businesses, foundations, organizations, and individuals have been contacted. $3,000 has been gifted so far for 2021.

REV is asking that the City Council allow the group to formalize as a subcommittee of the City Council.

The REV Core Team is currently made up of the following members:

Amy Schaefer  Blue Earth EDA Specialist (Staff)
Emily Davis  Community Workforce Coordinator (Staff)
Annie Leibel  Faribault County EDA
Beth Kalis  Croptomize
Chase Brandt  Edward Jones
Jason Bonnema  Thrivent Financial
John Huisman  City Council Liaison
Lissia Laehn  EDA liaison
Katie Mullaly  St. Luke’s
Mandy Fletcher  BEA Superintendent
Marc Meier  Cedar Inn
Mary Kennedy  City Administrator (Staff)

The team understands that formalizing as a subcommittee means that we need to install officers, post notice of our meetings, record minutes, etc. The group has provided a sustainability plan to SMIF that aligns with these necessary measures. REV offers to supply any reports to the City Council upon request, and will utilize one to two EDA/Council persons as liaisons to the subcommittee. By-laws would also be drafted and approved.

Approving REV as a subcommittee of the City of Blue Earth will allow the group to continue accepting funding gifts, and promote the continued efforts towards entrepreneurial growth and support as it aligns with the goals and mission of the EDA.
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Account Summary:
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- Current Charges: $216.63
- Current Sales Tax: $0.00
- Total Bill: $216.63

Due Date: 8/31/2020
After Due Date: $227.47

Printed 8/10/2020

Monthly Fuel Adjustments:
- Electricity per KWH: -0.0112

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If you are interested in our Solar Project, give the office a call at 526-2191.

Starting Aug. 17th our office will be temporarily closed for remodeling
relocating to the CMPAS building at 459 South Grove Street.
Pay by:
1) Drop box still open
2) Phone 526-2191 with debit/credit card payments
3) Website at www.belw.org and click on "Guest Pay"
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$385.18 current charges
$0.00 current tax

Account Summary:
- Balance Forward: $0.00
- Current Charges: $385.18
- Current Sales Tax: $0.00
- Total Bill: $385.18

Due Date: 9/30/2020
After Due Date: $404.44

Printed 9/8/2020 466360

Monthly Fuel Adjustments:
- Electricity per KWH: -0.0027

August-September 2020

Please be sure to read the enclosed "Annual Notice to All Residential Customers." The bottom of the notice includes information giving you the opportunity to contribute to HeatShare.

We are still at our temporary location - located at 459 South Grove Street.
EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF BLUE EARTH, MINNESOTA

HELD: OCTOBER 5, 2020

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Blue Earth, Minnesota, was duly held on October 5, 2020, at 6:30 P.M.

Member ____________ introduced the following resolution and moved its adoption:

RESOLUTION NO. 20-20

APPROVING THE AUTHORIZATION FOR THE ISSUANCE
OF GENERAL OBLIGATION TAXABLE TAX ABATEMENT
BONDS, SERIES 2020B

BE IT RESOLVED by the City Council of the City of Blue Earth, Minnesota (the "City") as follows:

1. The City Council hereby finds and declares that it is necessary and expedient for the City to sell and issue its fully registered general obligation taxable tax abatement bonds in the total aggregate principal amount of not to exceed $730,000 (herein, the "Bonds"). The proceeds of the Bonds will be used to finance the purchase from APX Construction Group, one (1) duplex and one (1) fourplex, for a total of six (6) residential rental housing units, and to pay the costs associated with issuing the Bonds.

2. The City Council desires to proceed with the sale of the Bonds by a negotiated private placement.

3. The Mayor and the City Administrator are hereby authorized to approve the sale of the Bonds in an aggregate principal amount of not to exceed $730,000 with a total interest cost not to exceed 3.00%.

4. Upon approval of the sale of the Bonds by the Mayor and the City Administrator, the City Council will take action at a regular or special scheduled meeting thereafter to adopt the necessary approving resolutions as prepared by the City's bond counsel.

The motion for the adoption of the foregoing resolution was duly seconded by member ____________ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.
I, the undersigned, being the duly qualified and acting City Administrator of the City of Blue Earth, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on the date therein indicated, insofar as such minutes relate to approving the authorization for the issuance of general obligation taxable tax abatement bonds.

WITNESS my hand on October 5, 2020.

______________________________
City Administrator
EXHIBIT A

[Terms of Proposal]
CURRENT INVESTMENTS

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<th>INSTRUMENT</th>
<th>INTEREST</th>
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LONG TERM INVESTMENTS

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TOTAL $1,100,000

LONG TERM INVESTMENTS DETAILS
3. Certificate of Deposit. HSCB Bank USA NA MC Lean VA FID. 2% interest paid semi annual on March 9th and September 9th each year. Maturity date 9/9/2024.
4. Certificate of Deposit. Capital One Bank Glen Allen VA. 2.05% interest paid semi annual on January and July 11th each year.
5. Certificate of Deposit. MS Bank Salt Lake City, UT. 3.00% interest paid semi annual on February & August 23rd each year. Maturity date 8/23/2021.
BILL SHEET FOR COUNCIL MEETING OF OCTOBER 5, 2020

PREPAID BILLS: $962.65

UNPAID BILLS: $547,296.40

BONDS PAYABLE: $0.00

TOTAL BILLS PAID & UNPAID: $548,259.05
### CITY OF BLUE EARTH  
**CHECK REGISTER BY DEPT.**

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**PUBLIC WORKS/Maintenance**

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**Sanitation & Health**

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**Senior Center**

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**Swimming Pool**

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**General Fund Total**

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**FUND 210 AIRPORT FUND**

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**FUND 224 HOUSING FUND**

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<td>APX TWIN HOME SITE REVIEW</td>
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**FUND 328 2016A G.O. IMPROVEMENT BONDS**

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**FUND 329 2018A G.O. IMPROVEMENT BONDS**

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**FUND 330 2019A G.O. IMPROVEMENT BONDS**

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**FUND 418 STREET IMPROVEMENT PROJECTS**

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<td>Dirt Merchant, Inc.</td>
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**FUND 602 WASTE WATER TREATMENT PLANT**

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**FUND 605 LIQUOR FUND**

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TOTAL $3,541.49
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<th>Company</th>
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<th>Date</th>
<th>Amount</th>
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<tbody>
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**TOTAL** $55,070.81

**FUND 610 FITNESS CENTER FUND**

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**TOTAL** $727.98
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TO: Mayor and City Council
FROM: Mary Kennedy, City Administrator
SUBJECT: Administrator’s Report
DATE: 5 October 2020

**Staffing** We have been preparing for changes in staffing at a few different levels. Public Works Director Holland and Police Chief Fletcher joined me in conducting interviews for the Ag Center Custodian position. The Office Specialist position has also been posted and we will be advertising the position to replace Bonnie Ankeny. The timeline for this is as follows: posted October 5 – November 6, interviews held November 16 – 27, Council hire on December 7, staff start on December 28, Bonnie Ankeny retires January 2021. The library board has met and has provided a recommendation to the council regarding additional library hours and staffing. The Liquor Store has also been advertising for an additional part time employee.

**Tax Abatement** The County will be participating in tax abatement, along with the City, in order to finance the construction of the 8 HRA-owned housing units that are currently being built by APX. The City Council will be considering the bond resolution this evening and hold the public hearings on November 2nd. The County Board will hold public hearing to approve the abatement participation on November 17th.

**South Nicollet Street** Crews have been busy the past week in the South Nicollet Street neighborhood. PWD Holland had staff jetting the sanitary sewer down the center of S Nicollet as it was completely blocked and on the verge of backing up into the homes. Jetting was done early September during televising and debris was cleared a week ago from this area as well. Crews were also preparing to document the condition of the manholes and potentially video the sewer conditions.

**Administrator’s Networking** SCSC hosted a networking gathering in Mankato on September 25th for City Administrators and Managers. I was glad to meet nearly a dozen fellow administrators and see Jake and CJ from Winnebago and Wells, respectively. The discussion revolved heavily around CARES Act spending, and the climate of local cities in the wake of Covid-19. Many of the cities represented are spending CARES dollars, or are discussing CARES Act dollars very similarly to the way the City of Blue Earth has. City representatives also shared that most of their offices, if closed during the pandemic have reopened, and many have found ways to safely reopen their senior center and library at some capacity. All noted great municipal liquor store sales for 2020.

**Energy Insight/BELW** PWD Holland, Michelle Hall, and myself have been involved in several phone calls with Margit and Tanuj with Energy Insight to discuss the pool and fitness center energy upgrades. The pool and fitness center projects have both been “approved” to move forward with new boilers and air handlers, along with lighting upgrades. Energy Insight and BELW have also been working on quotes for a parallel Ag Center HVAC energy upgrade project.
### MEETINGS AND EVENTS ATTENDED

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<th>Date</th>
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<tr>
<td>22&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>Ag Center Interviews  &lt;br&gt;Ag Center HVAC Meeting  &lt;br&gt;Kiwanis  &lt;br&gt;City Hall Staff Council meeting debrief</td>
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<td>23&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>Meeting with City Engineer  &lt;br&gt;Meeting with City Attorney  &lt;br&gt;Meeting with Housing Director  &lt;br&gt;Meeting with EDA Staff</td>
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<td>24&lt;sup&gt;th&lt;/sup&gt;</td>
<td>HRA Bond Conference Call</td>
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<td>Southern MN City Admin Networking Event (SCSC)</td>
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<td>Meeting with Economic Development Specialist</td>
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<td>Meeting with City Attorney  &lt;br&gt;Library Board Special Meeting</td>
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<td>Meeting with Economic Development Specialist</td>
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<td>Meeting with Community Workforce Coordinator</td>
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