BLUE EARTH CITY COUNCIL
REGULAR CITY COUNCIL MEETING AGENDA
FOR MONDAY, JANUARY 4, 2021 AT 5:00 PM
CITY COUNCIL CHAMBERS

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 Swearing-in of Re-elected Councilmembers.
   2.1.1 Richard Scholtes
   2.1.2 Dan Warner
   2.1.3 Glenn Gaylord
   2.1.4 John Huisman

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

4 Consent Agenda, License, and Permits
4.1 Accept $5,000 Donation from Randal Schreiner.

5 Correspondence
5.1 2021 Local Board of Appeal & Equalization Meeting Date.
5.2 Christmas Tree Disposal.

6 Public Hearings

7 Reports from Staff Members
7.1 City Attorney, FLG Law (Fruendt)
   7.1.1 APX Construction Purchase Agreement.
   7.1.1.1 Development Agreement.
   7.1.1.2 Limited Warranty Deed.
   7.1.1.3 Ordinance 21-01 Sale to APX (14th & Moore).
   7.1.2 Ordinance 21-02 Sale to APX (Lots 3 & 4 Block 2 Prairie View. Subdivision)

7.2 City Engineer, Bolton & Menk (Brown)
   7.2.1 Project Updates

8 Reports from Boards and Commissions
8.1 Library Board (Cole) Meeting 1-12-21
8.2 Economic Development Authority (Scholtes & Huisman) Meeting 1-14-21
8.3 Housing and Redevelopment Authority (Scholtes) Meeting 1-11-21
8.4 Senior Center Board (Cassem)
8.5 Faribault County Fitness Center Board (Erichsrud) Minutes 12-10-20
8.6 Board of Public Works (Warner)
8.7 Other Boards and Commissions
  8.7.1 Joint Fire Service Advisory (Erichsrud)
  8.7.2 Planning Commission (Scholtes)
  8.7.3 Charter Commission (Scholtes) Meeting
  8.7.4 Board of Zoning Adjustment and Appeals (Council)
  8.7.5 Board of Building Appeals (Gaylord)
  8.7.6 Joint Airport Zoning Board (Gaylord)
  8.7.7 Blue Earth Airport Advisory Commission (Warner)
  8.7.8 Board of Review (Council)
  8.7.9 Joint Powers Animal Control (Kennedy & Fletcher) Meeting

9 Reports from Standing Committees of the Council
  9.1 Parks and Recreation Subcommittee (Gaylord)
  9.2 Street Improvement Subcommittee (Erichsrud & Cassem) Meeting 1-7-21
  9.3 Rural Entrepreneurial Venture Subcommittee (Huisman) Meeting 1-14-21

10 Old Business

11 New Business
  11.1 Kato Roofing Eagle Eye Program.
  11.2 Curbside Leaf Pick-Up Program Memo.
  11.3 Administrator Review (6 month).
  11.4 Mayor Appointments of Boards, Commissions, and Standing Committees 2021.
  11.5 Appointment of Official Newspaper of Publication Faribault County Register,
      First Bank Blue Earth Official Depository, and CarlsonSV as Auditor
  11.6 Building Official (Travel) Request Authorization

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
  14.2 Administrator Report
    14.2.1 Next Work Session Agenda Items.

15 Adjournment

By Order of the Blue Earth City Council.
City Administrator Mary Kennedy
Post at City Hall Thursday, December 31, 2020 through Monday, January 4, 2021
Distribute to Mayor & Councilmembers
Media & File
OATH OF OFFICE

I, “state your name”, so solemnly swear to support the Constitution of the United States and of the State of Minnesota, and the Charter and ordinances of the City of Blue Earth, and to faithfully discharge the duties devolving upon me as a Councilmember of the City of Blue Earth, to the best of my judgement and ability, so help me God.

________________________________________
Councillmember

________________________________________
David Frundt
City Attorney

Subscribed and sworn before me
this 4th day of January 2021.

________________________________________
Notary Public
OATH OF OFFICE

I, Richard Scholtes, so solemnly swear to support the Constitution of the United States and of the State of Minnesota, and the Charter and ordinances of the City of Blue Earth, and to faithfully discharge the duties devolving upon me as a Councilmember of the City of Blue Earth, to the best of my judgement and ability, so help me God.

_________________________________
Richard Scholtes

_________________________________
David Frundt
City Attorney

Subscribed and sworn before me
this 4th day of January 2021.

_________________________________
Notary Public
I, Dan Warner, so solemnly swear to support the Constitution of the United States and of the State of Minnesota, and the Charter and ordinances of the City of Blue Earth, and to faithfully discharge the duties devolving upon me as a Councilmember of the City of Blue Earth, to the best of my judgement and ability, so help me God.

______________________________
Dan Warner

______________________________
David Frundt
City Attorney

Subscribed and sworn before me this 4th day of January 2021.

______________________________
Notary Public
OATH OF OFFICE

I, Glenn Gaylord, so solemnly swear to support the Constitution of the United States and of the State of Minnesota, and the Charter and ordinances of the City of Blue Earth, and to faithfully discharge the duties devolving upon me as a Councilmember of the City of Blue Earth, to the best of my judgement and ability, so help me God.

________________________________________________________________________
Glenn Gaylord

________________________________________________________________________
David Frundt
City Attorney

Subscribed and sworn before me this 4th day of January 2021.

________________________________________________________________________
Notary Public
OATH OF OFFICE

I, John Huisman, so solemnly swear to support the Constitution of the United States and of the State of Minnesota, and the Charter and ordinances of the City of Blue Earth, and to faithfully discharge the duties devolving upon me as a Councilmember of the City of Blue Earth, to the best of my judgement and ability, so help me God.

______________________________
John Huisman

______________________________
David Frundt
City Attorney

Subscribed and sworn before me this 4th day of January 2021.

______________________________
Notary Public
CALL TO ORDER
Mayor Scholtes called the meeting to order at 5:00 P.M.

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

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

DETERMINATION OF A QUORUM
Quorum present.

PLEDGE OF ALLEGIANCE
Mayor Scholtes led the pledge of allegiance.

MEETING OPEN TO THE PUBLIC
Public Present: Chuck Hunt Faribault County Register, Norm Hall KBEW, Kitty Fletcher, and Chad Lawrence.

APPROVAL OF MINUTES
Motion by Gaylord, second by Huisman to approve the minutes from Work Session and Council Meeting of Monday, December 7th, 2020. The motion was approved unanimously.

CONSENT OF AGENDA, LICENCES AND PERMITS:
Scholtes addressed the Resolution 20-32 Fee Schedule 2021. Kennedy advised that there had been one change made to the fee schedule with the recycling fee.

Kennedy brought forth a recommendation made by city staff for a change to the pet registration fee, changing the fee to a lifetime registration. Scholtes inquired vaccinations and not knowing if animal is receiving them if registrations are not done on a yearly basis. Davis suggested a three-year registration, as rabies vaccinations are good for three years. Scholtes suggested raising the fee to $30.00 for the three-year registration fee.

Motion by Gaylord, second by Cole to approve Resolution 20-32 Fee Schedule 2021 with the changes to the recycling fee and pet registration fee. The motion approved unanimously.
Correspondence
Scholtes reviewed correspondence items with the Council.

- Blue Earth Police Department Letter.
- Blue Earth Fire Department Letter.
- 2021 B.E. Recycle Calendar.
- Senior Center Menu & Newsletter.
- Thorson Resignation.

Public Hearing
Scholtes opened the public hearing for the APX variance request, indicating that the Planning Commission recommends approval of the request from APX. The site is located at 14th & Moore Streets and that the request is to waive the side-yard and rear-yard setbacks restrictions for the construction of an apartment complex in a R-1 residential district, allowing for a one 6-inch rear-yard setback off the property. The request in addition is asking to waive the side-yard setback restrictions for a one 7-foot 6 inches side-yard setback off of the property line.

Motion by Cassem, second by Cole to approve the APX variance request. The motion approved unanimously.

Next, Scholtes addressed the Lawrence variance request, indicating that the Planning Commission is recommending approval. The request is for a one additional 10ft to the south with the approval from the neighbors. Scholtes then addressed Kitty Fletcher from One Realty, who is also a member of the Planning Commission, regarding values to properties that request this type of variance and if property values decrease. Fletcher indicated that she did not feel there would be any property decrease for either parties.

Motion by Cole, second by Gaylord to approve the Lawrence variance request for an additional 10ft. The motion approved unanimously.

REPORTS FROM STAFF
City Attorney David Frundt: Frundt addressed the Blue Earth Community Library Board for the discussion regarding whether the library is governed by a Statutory Library Board or an Advisory Library Board. Frundt suggested that based upon the review of this information, his opinion is that the Blue Earth Community Library Board is a Statutory Library Board under Minnesota Statutes Section 134.09. Minnesota Statutes Section 134.09 states that Library Boards in Cities of Fourth Class are Statutory Library Boards and not Advisory Boards. Huisman questioned why the
city would oversee the library employee staff but not the director. Frundt suggested that this is how it was set up in the 1980’s. Scholtes indicated that the Library is run the same as the EDA & HRA with budgeting. Huisman implied that he would like additional answers. Kennedy suggested speaking with the TDS for the additional information, as they may have it. Huisman directed the Library Board to set up a meeting with the TDS to see what could be learned.

City Engineer Wes Brown: Brown reviewed the project updates with the plans of the two 2021 street projects. Plans are being discussed and are under way. Brown addressed the 2021 General Engineering Contract for approval, no changes to the contract have been made except for the GIS system that was approved last year. Motion by Gaylord, seconded by Huisman to approve the Bolten & Menk 2021 General Engineering Contract. The motion approved unanimously.

REPORTS FROM BOARDS AND COMMISSIONS
Economic Development Authority Liaison Minutes 11-9-2020
Housing and Redevelopment Authority Minutes 11-12-2020
Planning Commission Minutes 10-29-2020
Motion by Gaylord, seconded by Huisman to approve the reports of the Boards and Commissions. The motion approved unanimously.

Old Business New Business
Scholtes reviewed the Resolution 20-33 Setting the Tax Levy for 2021 with the General/Operating Levy $738,314, Debt Levy $985,390 for the total of $1,723,704. Motion by Gaylord, seconded by Huisman to approve Resolution 20-33 Setting the Tax Levy for 2021. The motion approved unanimously.

Scholtes addressed the 2021 Audit Agreement with CarlsonSV. Motion by Gaylord, seconded by Huisman to approve the 2021 Audit Agreement with CarlsonSV. The motion approved unanimously.

New Business
Huisman addressed the review of the 2021 Council goals. Kennedy indicated that one goal stands out that is a common goal within the Council, that being the 3 Sisters buildings. Huisman addressed the filling of the Golden Spike Park and the additional day for the CEDA representative.
Next, Kennedy reviewed her administrative goals with the Council and plans for 2021 for the City of Blue Earth and Staff. Scholtes addressed the Blue Earth Police Department Court Data Subscriber Amendment to CJDN Subscriber Agreement. 
Motion by Gaylord, second by Cole to approve the Court Data Subscriber Amendment to CJDN Subscriber Agreement. The motion was approved unanimously.

Resolution 20-34 Resolution Approving State of Minnesota Joint Powers Agreements with the City of Blue Earth on the behalf of its City Attorney and Police Department. 
Motion by Gaylord, second by Cole to approve the Resolution 20-34 Resolution Approving State of Minnesota Joint Powers Agreements with the City of Blue Earth on the behalf of its City Attorney and Police Department. The motion was approved unanimously.

Airfield Pavement Maintenance Final Pay Estimate. 
Motion by Warner, second by Huisman to approve the Airfield Pavement Maintenance Final Pay Estimate. The motion was approved unanimously.

Transfer of Funds and Other Budgetary Matters. 
Investment Schedule. 
Scholtes brought forth the 2020 Budget Transfers. 
Motion by Huisman, second by Cassem to approve the 2020 Budget Transfers. The motion was approved unanimously.

Payment of Claims and Approval of Claims and Appropriations. 
Consideration of payment of the bills. 
Motion by Huisman, second by Cassem to pay the bills. The motion was approved unanimously.

City Administrator's Report. 
Payroll summary 12.16.2020
Administrator Report

Motion by Gaylord, second by Huisman to adjourn the meeting. The motion was approved unanimously. Scholtes adjourned the City Council Meeting at 6:15 P.M.
Call to order.
Scholtes called the meeting to order at 4:30 P.M.

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

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

Public present: Chuck Hunt County Register and Norm Hall KBEW.

Old Business
N/A

New Business
Mayor Scholtes brought forth the MnDOT/Blue Earth LED-Enhanced Sign Ownership and Maintenance Agreement. Kennedy indicated that this discussion relates to the Hwy 169 and 5th street crossing, with discussions between Councilmember Warner, Holland, Brown, and the State Highway Department regarding repair to the sign as well as the markings to the crossings. Brown suggested that in reviewing the agreement between the City and Highway Department it does not say this is a city responsibility with the Highway Department feeling differently, and refusing to take responsibility for the maintenance repairs, signifying that it was an oversite to the contract. The Highway Department indicated that they would change out the signage for a normal crossing signage. Councilmember Warner indicated that in this area the traffic is very busy, recommending not going back to signage, and that is hard to see the pedestrians. Brown recommended the option of push button crossings, with a lesser cost and maintenance. Scholtes recommended bringing those numbers back to the Council for further discussion. Brown did indicate that the Highway Department was able to complete repairs to the sign, suggesting that for future repairs to those areas and recommending more discussions with the Highway Department regarding striping and permits.

Mayor Scholtes adjourned the Work Session at 5:50.
December 16, 2020

Mary Kennedy
City Administrator
PO Box 38
Blue Earth MN 56013

RE: 2021 Local Board of Appeal and Equalization

Dear Local Board Official,

The date for 2021 Local Board of Appeal and Equalization in your jurisdiction is listed below. Please review this and confirm the date. You may e-mail your response to gertrude.paschke@co.faribault.mn.us. If no contact is made, we will assume the date and time listed below is acceptable.

EVENT: Blue Earth City – Local Board of Appeal and Equalization
DATE: Monday, April 19th
TIME: 3:00 p.m.
LOCATION: Virtual – Conference call information will be forthcoming.

Just a reminder, for all Jurisdictions holding their own Local Board of Appeals and Equalization, there must be at least 1 Board member trained within the past 4 years, present during the meeting.

It is required that you publish in your local newspaper and post in your City or Town Hall a general notice of all Boards of Appeal and Equalization for your City or Township. By publishing the notice enclosed, you are fulfilling your meeting notice publication requirement for this meeting. You should plan to run the enclosed notice at the beginning of April to meet the 10-day requirement.

If you have questions, please feel free to contact our office.

Kind regards,

Gertrude Paschke, SAMA
Faribault County Assessor
Important Information Regarding Property Assessments
This may affect your 2022 property taxes.

The Local Board of Appeal and Equalization for the City of Blue Earth will meet on April 19th, at 3:00 p.m. Virtually. The purpose of this meeting is to determine whether property in the jurisdiction has been properly valued and classified by the assessor.

If you believe the value or classification of your property is incorrect, please contact your assessor’s office to discuss your concerns. If you disagree with the valuation or classification after discussing it with your assessor, you may appear before the Local Board of Appeal and Equalization. The Board will review your assessments and may make corrections as needed. Generally, you must appeal to the Local Board before appealing to the County Board of Appeals and Equalization.

Due to COVID-19 pandemic, we find it necessary to conduct Virtual Local Board of Appeals and Equalization again this year; if you have concerns regarding the classification and/or value of your property, please send a letter to the County Assessor, who will communicate with you directly. Thank you!

Faribault County Assessor, P.O. Box 130, Blue Earth MN 56013
Public Notice for Christmas Tree Disposal

Christmas tree disposal is available to all city residents Dec. 28, 2020 through Jan. 15, 2021. A trailer is parked at the City's Public Works Shop at the corner of East Eighth and South Sailor Streets for your tree disposal.

No plastic, wire, stands or ornaments are allowed. This is for Christmas trees only. No wreaths. Please remove all decorations, tree stands and plastic from the tree prior to disposal.

If you have any questions regarding the disposal of your Christmas tree, please call City Hall at (507) 526-7336.

Visit our website: www.becity.org.

It’s time to dispose of that Christmas tree!
UNIMPROVED REAL ESTATE PURCHASE AGREEMENT

This Agreement, made to be effective as of __________, 2020, by and between the Housing and Redevelopment 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 Four and No/100 ($4.00) Dollar and payment thereof shall be as follows:

a. $4.00 Cash, or some other form of payment acceptable to Seller, at closing on or before January 29, 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 January 29, 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 follows (unless specified, not subject to tenancies): NONE; (F) A reversionary interest in favor of the Housing and Redevelopment Authority of the City of Blue Earth if certain conditions of a Development Agreement are not fulfilled by July 31, 2022, a copy of said

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

f:\wp\public\b\blue earth, city of 40002\120538 hra sale of lot to apx\purchase agreement.docx
Development Agreement being attached hereto as Exhibit “B.” (G) 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 title 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

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 effective 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 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) __________
BUYER CONFIDENTIAL INFORMATION FORM

Buyer Name(s): ________________________________________________________________

Buyer marital status: __________________________________________________________

Buyer address: _________________________________________________________________

City/State/Zip: _________________________________________________________________

Buyer Phone No.: _______________________________________________________________

Buyer SSN: ________________________________________________________________
EXHIBIT “A”

Lots One (1), Two (2), Three (3) and Four (4) in Block Four (4) in Sunnyside Addition to the City of Blue Earth, Faribault County, Minnesota.
DEVELOPMENT AGREEMENT

THIS AGREEMENT, dated as of the __________day of ____________, 2020, by and between the Housing and Redevelopment Authority of the City of Blue Earth (the “Authority”), a body politic and corporate, APX Construction Group, LLC, a Minnesota Limited Liability Company (the “Company”) and the City of Blue Earth, a municipal corporation (the “City”); regarding the redevelopment of real property located in the City of Blue Earth, Faribault County, Minnesota described as:

Lots One (1), Two (2), Three (3) and Four (4) in Block Four (4) in Sunnyside Addition to the City of Blue Earth, Faribault County, Minnesota.

(the “Development Property”)

WITNESSETH:

WHEREAS, Company for this redevelopment project has proposed to purchase and redevelop the vacant lots comprising the Development Property as a multiple unit residential housing complex available for lease as shown on the project design plans described in Exhibit “A” attached hereto and incorporated herein by reference over the next 18 months. (collectively the “Project”); and

WHEREAS, the City and the Authority believe that the redevelopment proposal and the fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes Sections 116J.993 through 116J.995, do not apply to this Agreement pursuant to Section 116J.993, Subd. 3(3) and 3(5); and

WHEREAS, on December 21, 2020, the City of Blue Earth City Council will adopt an Ordinance approving the sale of the real property described herein above to APX Construction, Group, LLC;

NOW, THEREFORE in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:
ARTICLE I.
REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of the City and Authority. The City and Authority make the following representations and warranties:

(1) The City is a municipal corporation; the Authority is a body politic and corporate and the City and Authority each has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The activities of the City and Authority are for the purpose of encouraging development of the Development Property, which is currently underutilized, and for promoting economic development and job opportunities.

(3) The City and Authority make no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Company’s purposes or needs.

(4) The City and Authority, to the best of its knowledge, represents and agrees that no member, official or employee of City and/or Authority shall have any personal interest, direct or indirect in this Agreement, nor shall such member, official or employee participate in decision making relating to the Agreement which affects his/her personal interests. No member shall be personally liable to the Company or successors, in the event of any default or breach by City/Authority for any amount, which may become due to Company or its successor or on any obligations under the terms of this Agreement.

(5) The City and Authority will use its best efforts to assist in obtaining, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

Section 1.2. Representations and Warranties of the Company. The Company makes the following representations and warranties:

(1) The Company has power to enter into this Agreement and to perform its obligations hereunder and by so doing will not be in violation of the laws of the State.

(2) The Company will cause the Project to be constructed and installed in accordance with the terms of this Agreement, all local, state and federal laws and regulations (including, but
not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The acquisition, installation and construction of the Project would not have been undertaken by the Company, and in the opinion of the Company would not have been economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Company provided for in this Agreement.

(4) The Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Company will cooperate fully with the City and the Authority with respect to any litigation commenced with respect to the Project.

(7) The Company will cooperate fully with the City and the Authority in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) The Company will cause the construction of the multiple unit residential housing complex facility in compliance with the plans as set forth and incorporated into this Agreement as Exhibit “A” and in compliance with all local, state and federal codes within 18 months of the date of conveyance of the Development Property, subject to extensions for Unavoidable Delay.

(9) As used in this Agreement, Unavoidable Delay means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Development Property, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts or any federal, state or local governmental unit (other than the City or the Authority), to include failure to issue to the Company any applicable permit, which directly result in delays to the completion of any part of the Project.
ARTICLE II.
UNDERTAKING BY COMPANY, CITY AND AUTHORITY

Section 2.1. Redevelopment Costs. The parties agree that the Redevelopment Costs incurred and to be incurred by the Company are essential to the successful completion of the Project. The Redevelopment Costs shall be paid by the Company. The parties hereto agree that the Authority has, with the conveyance of the 4 lots, now contributed to the project an amount in the aggregate of $80,000.00, said contribution constituting a grant to the Company subject to the terms of this agreement.

Section 2.2. Conveyance of Real Property. The City shall convey to Company the Development Property pursuant to the terms and conditions of the Purchase Agreement of even date herewith for $4.00 and other good and valuable consideration and the passing of the time for the recall of such Ordinance pursuant to the Blue Earth City Charter. Said conveyance shall be subject to a retained right of reverter in the Development Property providing that title to said Development Property shall revert to the City in the event that Company fails to complete and abide by the terms required by Company in this Agreement.

Section 2.3. The City shall pay all special assessments assessed against the Development Property in full so that no special assessments shall be due or payable in any year subsequent to the conveyance of the Development Property to Company for the special assessments imposed as part of the Moore Street Improvement Project of 2018.

Section 2.4. The Company shall redevelop the vacant lots located upon the Development Property in a manner consistent with the plans attached hereto as Exhibit “A” and in accordance with the terms of paragraphs 1.2(8) and 1.2(9) herein. There may be some updates to the plans as needed to complete this project which shall not require further approval from the City or Authority. If the Company is unable to substantially complete the redevelopment as set forth in Paragraphs 1.2(8) and 1.2.(9) above herein as a result of Unavoidable Delay and the Company provides the City and Authority with written notice of the occurrence of the events constituting an Unavoidable Delay, the time period for the Company’s substantial completion shall be extended by a number of days equal to the duration of the circumstances giving rise to the Unavoidable Delay provided however that in no event shall any date of completion be extended for more than 150 days.

Section 2.5. Restoration of Project. If the Project shall be damaged or destroyed in whole or part, the Company shall, if the cost of restoration exceeds $80,000.00, give the City and Authority written notice of the damage or destruction and shall, in any event, as soon as reasonably possible, construct and restore the Project to the same or an improved condition or value that
Section 2.6. Development Purposes. Company represents and agrees that the execution of this agreement is for the purpose of housing development of the Development Property and not for speculative land holding.

ARTICLE III
DEVELOPER DEFAULTS

Section 3.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Failure by the Company to timely pay any special assessments levied against the Development Property (other than those that are the responsibility of the City as set forth herein) and/or any ad valorem real property taxes assessed with respect to the Development Property.

(b) Failure by the Company to cause the installation of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(c) Failure of the Company to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(d) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

Section 3.2. Remedies on Default. Whenever any Event of Default referred to in Section 3.1 occurs and is continuing, the City or Authority may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Company, but only if the Event of Default has not been cured within said thirty (30) days:

(a) The City or Authority may suspend its performance under this Agreement until it receives assurances from the Company, deemed adequate by the City or Authority, as the case may be, that the Company will cure its default within a reasonable period of time and continue its performance under this Agreement.

(b) The City or Authority may cancel and rescind the Agreement.

(c) The City or Authority may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and
observation of any obligation, agreement, or covenant of the Company under this Agreement.

Section 3.3. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the City and Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 3.4. **No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 3.5. **Agreement to Pay Attorney's Fees and Expenses.** Whenever any Event of Default occurs and the City or Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it shall, on demand therefor, pay to the City or Authority, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the City or Authority, as the case may be.

Section 3.6. **Indemnification of City and Authority.**

(1) The Company releases from and covenants and agrees that the City and Authority, each of its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Company agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Company (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement.

(3) All covenants, stipulations, promises, agreements and obligations of the City or Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements
and obligations of the City or Authority, as the case may be, and not of any governing body member, officer, agent, servant or employee of the City or Authority, as the case may be.

ARTICLE IV
CITY/AUTHORITY DEFAULT

Section 4.1 Remedies on City’s and/or Authority’s Default. Except as otherwise provided in this Agreement, if the City and/or Authority fails to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, the Company may take any one or more of the actions set forth below, but the company may take such action only if the Company gives the City and/or Authority written notice of the alleged default and the City and/or Authority fails to observe or perform the covenant, condition, obligation or agreement within the thirty (30) days after receipt of the Company’s Notice:

1. The Company may suspend its performance under this Agreement until it receives assurances from the City and/or Authority adequate by the Company, that the City and/or Authority will cure its default and continue its performance under the Agreement.

2. The Company may take any action, including legal or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to specifically enforce the City’s and/or Authority’s obligation to perform and observe any obligation, agreement, or covenant of the City and/or Authority under this Agreement.

3. No remedy herein conferred upon or reserved to the Company is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or not or hereafter existing at law or in equity or by statute.

ARTICLE V
ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Company agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Company and such successors and assigns shall operate, or cause to be operated, the Project as a commercial enterprise facility or any other facility permitted under the City’s zoning laws and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City or Authority shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City or Authority, as the case may be, and not of any governing body member, officer, agent, servant or employee of the City or Authority, as the case may be.
Authority shall be personally liable to the Company in the event of any default or breach by the City or Authority on any obligations of the City or Authority under the terms of this Agreement.

Section 5.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Company is addressed to or delivered personally to:

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

(b) in the case of the City is addressed to or delivered personally to the City at:

The City of Blue Earth
125 West 6th Street
P.O. Box 38
Blue Earth, Minnesota 56013-0038

(c) in the case of the Authority is addressed to or delivered personally to the Authority at:

Housing and Redevelopment Authority of the City of Blue Earth
125 West 6th Street
P.O. Box 38
Blue Earth, Minnesota 56013-0038

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5. Counterparts. This Agreement may be executed in any number of counterparts each of which shall constitute one and the same instrument.

Section 5.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7. Expiration. This Agreement shall expire when the project terms are complete unless earlier terminated or rescinded in accordance with its terms.
Section 5.8. Provisions Surviving Rescission or Expiration. Sections 3.5 and 3.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9. Assigns. Upon completion of the Project, the Company may, without the consent of the City or Authority, assign its rights and obligations hereunder to any subsequent owner of the Development Property.

IN WITNESS WHEREOF, the City, the Authority and the Company have caused this Agreement to be duly executed by their duly authorized representatives, on or as of the date first above written.

CITY OF BLUE EARTH

By: _______________________________
    Its Mayor

By: _______________________________
    Its Administrator
By: ______________________________
    Its President

By: ________________________________
    Its Secretary

This is a signature page to the Development Agreement dated ____________, 2020 by and between the City of Blue Earth, the Housing and Redevelopment Authority of the City of Blue Earth and APX Construction Group, LLC.
This is a signature page to the Development Agreement dated __________, 2020 by and between the City of Blue Earth, the Housing and Redevelopment Authority of the City of Blue Earth and APX Construction Group, LLC.
For valuable consideration, the Housing and Redevelopment Authority of the City of Blue Earth, a Municipal Corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to APX Construction Group, LLC, Grantee, real property in Faribault County, Minnesota, described as follows:

Lots One (1), Two (2), Three (3) and Four (4) in Block Four (4) in Sunnyside Addition to the City of Blue Earth, Faribault County, Minnesota.

together with all hereditaments and appurtenances belong thereto. 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:

The sale price or other consideration given for this property was $500 or less.

HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF BLUE EARTH

By: ________________________________
    Its: Chairperson

By: ________________________________
    Its: Vice Chairperson

STATE OF MINNESOTA     ss.

COUNTY OF FARIBAULT     ss.

The foregoing instrument was acknowledged before me this ______ day of __________________, 2020, by Lars Bierly the Chairperson of The Housing and Redevelopment Authority of the City of Blue Earth, a Municipal Corporation under the laws of Minnesota, Grantor.

__________________________________
Signature of person taking acknowledgment
STATE OF MINNESOTA )  s.s.
COUNTY OF FARIBAULT )

The foregoing instrument was acknowledged before me this _______ day of __________________ , 2020, by, Dan Mensing, the Vice Chairperson of The Housing and Redevelopment Authority of the City of Blue Earth, a Municipal Corporation under the laws of Minnesota. Grantor.

NOTARIAL STAMP OR SEAL
(OR OTHER TITLE OR RANK)

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
ORDINANCE NO. 20-____
CITY OF BLUE EARTH

AN ORDINANCE FOR THE CONVEYANCE OF REAL PROPERTY
OWNED BY THE CITY OF BLUE EARTH

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

SECTION I

That the Housing and Redevelopment Authority of the City of Blue Earth owns certain real property located in the City of Blue Earth, County of Faribault and legally described as follows:

Lots One (1), Two (2), Three (3) and Four (4) in Block Four (4) in Sunnyside Addition to the City of Blue Earth, Faribault County, Minnesota.

SECTION II

That APX Construction Group, LLC is desirous of purchasing property in Section I above and the Housing and Redevelopment Authority of the City of Blue Earth is desirous of selling such property for a sale price of $4.00 and other good and valuable consideration including but not limited to a reversionary interest in favor of the City until July 31, 2022 if certain conditions of a Development Agreement are not fulfilled by said date.

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 Housing and Redevelopment Authority of the City of Blue Earth is hereby authorized to sell the property described in Section I of this ordinance and the Mayor and City Administrator and the Chairperson and Vice Chairperson of the Housing and Redevelopment Authority are hereby authorized to convey said real property to the purchaser upon payment of the purchase price.
SECTION IV

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
ORDINANCE NO. 21-____
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 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.

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 IV

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 _____________, 2021

BY: ___________________________ ATTEST: ___________________________

Richard Scholtes, Mayor Mary Kennedy, City Administrator

Seal
Faribault County Fitness Center Board
Minutes
Thursday Dec 10th, 2020 @ 12:30 PM.
At
Faribault County Fitness Center

Call to order:
David Lein called the meeting to order at 12:30 PM.

Roll Call
Members present Chris Ankeny, Brent Haase, David Lein, Norm Hall, Layne McCleary, and Joe Fering. Staff members, Mary Kennedy, Michelle Hall, and Councilman, Russ Erichsrud. Absent Jean Dikken

Old Business:
  a) Approved minutes from Aug 12th, 2019. Motion by McCleary, 2nd by Ankeny, all approved.
  b) Hall asked for approval again for New free weights/rack and bumper plates/rack. Motion was made to do so by Fering, 2nd by Ankeny. All Approved. There is $5,000. In 2020 Capital to be used for this. Brent Haase will also look at the free weights to see if they can be welded. (Brent took one home and his welder worked on fixing the free weight, so he said he will bring the welder to the Fitness Center and fix them all, so they are not loose anymore.)
  c) Review 2018 Budget: Revenues are down as we have been closed 4 months due to covid-19.

Building:
  a) Roof: Hall reported that the roof is leaking in the seam between the old and new part of the building, a lot. So far this year the City guys worked on it and Ankeny Builders looked at it. We hired Skluzacek Builders try to repair it. None of the work done slowed the leaks down. The roof is 32 years old and has outlived the roofs life. A new roof is needed on the old part of the building. (See Attached report.) Mary suggested we have an inspection done by Kato roofing. (Kato Roofing has an Eagle Eye contract which essentially means they would give a discount to those within that contract. She had Echo look back and as she understands, the library, senior center, public safety center and ag center have all been a part of that plan in the past (but are not now). She will be taking this to council in January to ask if they would like to sign up for that again and which buildings they’d like included.) Also, David will try to get ahold of the insurance Co. about the hail Damage to the roof in 2018.
  b) HVAC: Mary reported over 90 lighting and HVAC upgrades that will be happening to our buildings through a project that the City has agreed upon. We have teamed up with Blue Earth Light and Water and Energy Insight. This project comes at a cost to the City at just under $480,000, which will be paid back to BELW through utility bills. This includes the Fitness Center Heating and Cooling of the old part of the building and the lighting in the new weight room/lockerrooms.
  c) Painting: Hall Reported that during the first Covid-19 shut down (Mar-Jun 2020) she painted the old weight room, Old lobby, and studio. The Dec Shut down She Painted the Tennis Walls and part of the weight room.
  d) Camera/DVR: Hall reported that the DVR is going bad and a Camera on the tennis court not working. The replacement for the camera and to up grade the DVR to a 16-camera capacity (from an 8 Camera) is approximately $1,300.00 and ordered from BeComm.

New Business:
  a) Board members: Chris Ankeny and Jean Dikken, have agreed to serve another two-year term for the Faribault County Fitness Center. Motion made by Fering, 2nd by N Hall, all
approved. All board members agree to remain with the same committee assignments. Motion to do so was made by Ankeny, 2nd by Fering, all approved. Motions moved forward to city council for approval.

b) Hall asked the board to approve open hours of the Fitness Center 4 AM-10 PM. McCleary made a motion that the hour should be 4 AM-11PM. 2nd by Ankeny. All Approved. A few days later after the board meeting Hall emailed a re-vote on the hours again to be 4 AM-10 PM as the kids under 15 are the ones in the Fitness Center after 10 and are starting to cause problems, and the City curfew is age 15 and under 10:00 PM. Email vote agree to 4 AM-10 PM.

c) Hall Presented the board with updated weight room plan of power racks with the 2021 Capital expense budget. She believes it will bring in new members and be more universal. A motion to do so was made by Fering, all approved.

Programming:

a) The winter and spring activities were submitted to Community Ed. The Faribault County fitness center has contracted a new personal trainer/ Tennis Coach Steve Ybarra.

Other Business:

Adjourn:

Meeting was adjourned at 1:40 p.m.

Submitted by:

Michelle Hall Director/Sec/Tres.
The perfect place for top-of-the-line performance.

Kato Roofing is a true full-service commercial roofing contractor, offering comprehensive roofing solutions backed by industry-leading expertise. Our team of accomplished professionals provide our clients with insights and recommendations that go above and beyond normal contracting. This special bond is represented in the relationships we've built — relationships that endure like a Kato roof.

**Leading the way in all ways.**
- Complete roofing systems
- Architectural sheet metal
- Green roofing systems
- Emergency leak service and roof repair
- Inspection and maintenance programs

**Comprehensive offering of roofing systems.**
- EPDM (rubber)
- TPO (thermoplastic polyolefin)
- Architectural sheet metal
- Built up roofing
- Coatings for metal and membrane roofing

**Full complement of accessories.**
- Photovoltaic (solar) panels
- Green roofing
- Skylights and Solotubes
- Custom tapered insulation systems
- Custom made sheet metal accessories
- Pedestal paver systems

**Recognized for excellence by our industry partners.**
- Firestone Master Contractor
- GAF Master "10" Certificate of Quality
- Carlisle’s ESP Member
- Green Building of America Award

---

**Eagle Eye Protection Program**

Ever watchful, always proactive.
EAGLE EYE PROTECTION PROGRAM – WE WATCH YOUR ROOF SO YOU DON’T HAVE TO

Eagle Eye Inspections
Eagle Eye comprehensive visual surveys cover the entire exterior of your roof system, including related sheet metal work. Our accomplished inspectors have a keen sense of where to look for deterioration and damage that threatens the watertight integrity of your roof. Some problems are evident, and some are hidden to the inexperienced eye. Having a professional inspection will pay for itself many times over.

Upon completion, we will give you an assessment of your roof’s overall condition, along with photo documentation of trouble spots. We’ll also provide a budget planning tool based on our findings. Though inspections vary by roof types, in general we evaluate these key areas:

- Metal and base flashings
- Sheet metal and coping
- Caulking and sealants
- Roof area and penetrations
- Rooftop equipment
- Grease traps
- Drainage system

Eagle Eye Maintenance
Typically, inspections aren’t enough — you will likely need to act on what the inspection uncovers. If you also choose to employ our Eagle Eye Maintenance Program, we may perform necessary repairs and maintenance at the time of the inspection, saving you time and money, and ensuring that fixes are made quickly, before they turn into trouble.

You can set a cost limit on repairs, making sure you stay on budget and allowing you to allocate for additional maintenance at a later date. When we do perform maintenance, we provide you with a detailed report of work performed, including before and after photos of all repairs. Here are just a few of our routine maintenance procedures:

- Caulking, sealing, and waterproofing
- Debris cleanup
- Clamps and collars tightening
- Repair flashing

Eagle Eye Affordability
No roof lasts forever, but with Kato’s Eagle Eye Protection, it may seem that way. By paying close and continual attention to your roof’s condition, Kato can take positive, proactive steps to prolong the service life of your roof system, greatly reducing typical life cycle costs. Without Eagle Eye Protection, however, your roof is out-of-sight and not likely to receive the kind of routine inspection that prevents easy fixes from becoming costly headaches.

Not only will Eagle Eye Protection help you avoid unexpected and possibly extensive roof repair expenditures, it will also help you budget for inevitable issues. Every Eagle Eye Inspection includes a budget planning matrix to help you prioritize and plan for emergency repairs, remedial maintenance, and roof replacement. When it comes to major expenses like a new roof, being able to plan ahead can have a profound impact on your business’ financial health.

---

Peace-of-mind that protects your bottom line.
Since 1977, Kato Roofing has set the standard for quality that lasts. It’s no coincidence we’ve also established lasting relationships with our clients across the Upper Midwest. Our customers have experienced first hand that, rather than rest on our laurels, we have actively sought new ways to serve them and protect their roofs — and their business. Our Eagle Eye Protection Program is a case in point.

Kato Roofing’s Eagle Eye Protection Program is ready to start looking out for you. It’s the program that never stops working, and all it takes is a phone call to start. 800-840-2556
MAINTENANCE

The Eagle Eye Maintenance Program includes our comprehensive inspection and report. In addition, we will perform necessary repairs and maintenance on the same visit, not to exceed a pre-set amount.

We provide you with a detailed report of work performed, including before and after photos of all repairs. Examples of work that might be performed include the following common maintenance and repairs:

- **Check all caulking and sealants** on flashings and copings. **Scrape and remove** any caulking that is weather cracked and damaged. **Reapply** fresh caulking.
- **Repair** flashing and membrane where needed.
- **Clean all debris** from the surface of the roof. This includes debris that has gathered behind HVAC units, pipes and pitch pans, and any other roof penetrations.
- **Replace deteriorated sealant** on metal flashings, top-off pitch pans, re-seal suspect flashing at equipment curbs and perimeters. Secure drain clamps and rain collars at pipe penetrations.
- **Replace** gravel to cover any bare spots.
- **Clean** the area surrounding the split, tear, blister, or puncture and install a new piece of waterproofing membrane.
- **Properly clean** existing grease trap or install a new one if necessary.
- **Clear debris** from the gutters, interior drains, through-wall scuppers, and downspouts.
- Make sure that the downspouts are **draining properly** by water testing them.
- **Check the mortar** on chimneys and parapet walls, both in between the brick and on top. If it’s damaged or deteriorated, have it tuck-pointed.
- **Trim back** any overhanging tree branches.

---

Mankato Location  
Phone: 800.840.2556  
Phone: 507.388.4112  
Fax: 507.388.5076

Metro Location  
Phone: 952-736-8134

www.katoroofing.com  
service@katoroofing.com
INSPECTION

Our inspections include a visual survey of the exterior condition of your roof system and related sheet metal work. We look for deterioration or damage that is now, or could in the future, compromise the watertight integrity of your roof system.

We provide you with a detailed inspection report that includes:

- Photo documentation of any deficiencies we find
- Overall roof system condition assessment
- Budget planning tool for the current and upcoming years based on our findings

During our inspections, we are evaluating the following:

- **Metal Flashings** - inspect for loose or shifted metal counter flashings, termination bars, coping caps and edge metals
- **Base Flashings** - inspect base flashings for splits, tears, sagging or physical damage
- **Check all caulking and sealants** on flashings and copings. Roofing manufacturers require regular maintenance of caulking and sealants as a requirement of their warranties
- **Roof area** - inspect for splits, tears, blisters, punctures, or movement of roof insulation
- **Roof Penetrations** - inspect pipe, vent stacks, electrical conduit flashings, and pipe supports
- **Rooftop equipment** – inspect base and metal flashing around air conditioning and mechanical equipment, duct work, and antennas and guy wires; inspect HVAC condensation lines
- **Grease traps** – inspect the condition of grease traps
- **Inspect for obstructed** roof drains, through-wall scuppers, gutters, and downspouts
- **Check the mortar** on chimneys and parapet walls, both in between the brick and on top
- **Inspect walls** for signs of water damage
Kato Roofing, Inc. is pleased to offer you the Eagle Eye Protection Program. This program provides a preventative maintenance inspection on your roof(s). The inspection can pinpoint issues that if resolved, would significantly reduce unexpected and costly repairs. After a roof system is installed, nothing is more critical to your roof’s long-term performance than establishing a program of regular inspections and proper maintenance. **With this agreement, you are an Eagle Status customer. This means you will receive priority scheduling.**

This agreement covers the following location(s):

- **Property:** City of Blue Earth City Hall
- **Address:** 125 West 6th Street
- **City, State, Zip:** Blue Earth, MN 56013

The cost for the maintenance inspection will be $400 per inspection. This amount is based on the size and complexity of your roofing system. The repairs and cleaning will be completed on a Time and Materials (T&M) basis up to a Not to Exceed (NTE) price of $500. This amount is in addition to the inspection fee.

Upon completion of the inspection, you will be provided with a detailed report on the condition of your roof and the repairs completed. The report will include:

- Photographs of existing and repaired conditions
- Roof drawing showing the location of existing conditions
- Recommendations of further maintenance and repair costs above and beyond that are not covered in the NTE agreement

The following is a summary of items checked during the inspection:

- Corners and transitions for damage caused by structural movement
- Roofing terminations for weather tightness
- Roof drains and scupper debris for proper drainage
- Wall flashings for soundness of adhesion, and weather tightness
- Other roof debris that may compromise drainage or soundness of the roofing system
- Ballast coverage, if applicable

Your inspection can be specifically tailored to fit your business and roofing needs. Should you have any questions, please contact Jamie Powers, Service Project Manager, at 507-469-4352 or Lily Lopez, Service Coordinator, at 507-388-4112.
I would like to sign up for Kato Roofing’s Eagle Eye Protection Program for:

□ Spring 2021, 2022, & 2023    □ Fall 2021, 2022, & 2023    □ Spring & Fall 2021, 2022, & 2023

If you would like to cancel your agreement, please contact Kato Roofing using the contact information provided below. Eagle Status benefits expire the end of the calendar year for the last inspection performed.

Authorized By:

Name __________________________ Signature ___________________________ Date __________

Email ___________________________ Phone / Cell Number __________________________

Onsite Contact during inspection ___________________________ Phone / Cell # __________________________

How would you like to receive your final report? □ email    □ regular mail

Please return this form to Kato Roofing, Inc. using one of the following options:

Mail: Kato Roofing, Inc. Attn: Service Dept. 321 Lundin Blvd; Mankato, MN  56001
Fax: 507-388-5076   Email: Jamie@katoroofing.com
Councilmember Huisman asked that I research options for a curbside leaf pick up program in Blue Earth. Preliminary discussions prompted research of other Minnesota communities similar in size, as well as what options the City would have to operate a program, associated costs, and staff capacity. Additionally, I researched what options the City would have if a private company were to offer a curbside leaf pick up service.

Methods that some communities utilize:
A) Residents rake leaves to curb and City comes to vacuum
B) Residents bag leaves and set at curb, City comes to haul away bags of leaves and brush
C) Private company offers service

I sent a message out to all administrators/clerks on memberlink (LMC) requesting feedback on their experiences with curbside pick up programs of this nature. I asked them to provide information on whether their city offers a program, why or why not, and what benefits and challenges they see.

Responses:
Mahnomen (1,242) YES
Lauderdale (2,532) NO
Montgomery (2,936) NO
Wells (2,187) NO

Glencoe – Mayor recommendation (8,869) YES

Feedback:

<table>
<thead>
<tr>
<th>PROS</th>
<th>CONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a service to residents</td>
<td>Cost of labor and equipment</td>
</tr>
<tr>
<td>Lessen leaf burning in town</td>
<td>Scheduling around mother-nature</td>
</tr>
<tr>
<td></td>
<td>Additional load on Public Works Department</td>
</tr>
<tr>
<td></td>
<td>Yard waste and trash added to leaf piles</td>
</tr>
</tbody>
</table>

**Additional Notes**
- Not offered because compost site is open 24 hours a day and is less costly to operate
- Some cities offer pick up using industrial tow-behind equipment

I have spoken with Public Works Director Holland about this and at this time the PWD does not have adequate equipment to run a curb-side leaf pickup program but is not opposed to making it happen given the necessary staff and equipment necessary.
The City would need to purchase either a pull behind engine driven leaf commercial leaf vacuum/grinder and build/convert a snowplow truck box to a leaf collection box or purchase an all-in-one pull behind vacuum/grinder/collection trailer. Both require a driver for the tow vehicle and usually a two-person crew running the suction tube and raking leaves into the tube. This is usually followed by the City street sweeper to clean up the remaining debris. Most Cities are trying to achieve 2-3 passes each fall (depending on weather) to accommodate trees losing their leaves at different times.

We’ll still be open additional hours each fall at the compost site. During compost season, we are currently open from noon until dark Tuesdays, Thursdays, Fridays. Saturdays we are open from 8am until 6pm and Sundays from 11am until 4 pm for a total of 36 hours each week.

Private Company Providing Service:

<table>
<thead>
<tr>
<th>PROS</th>
<th>CONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>No expense to City</td>
<td>Residents may misunderstand service for City-offered</td>
</tr>
<tr>
<td>Promoting private business</td>
<td>Difficulty marketing</td>
</tr>
<tr>
<td>No need to purchase new equipment or hire staff</td>
<td>Would be a service not a program</td>
</tr>
</tbody>
</table>
PLANNING COMMISSION
Established: At time of City Charter adoption, City Code Section 250.03
Meetings: First and Third Thursday of each month at 4:00 p.m., Council Chambers
Term: Five Years
Term Limit: Indefinite
Appointment Authority: Recommendation by Planning Commission, appointed by Mayor and confirmed by Council (Chair and Vice-Chair appointed similarly to general appointments on annual basis).
City Council Liaison: Rick Scholtes
Staff: Mary Kennedy, City Administrator/Zoning Administrator

Commissioners:
Rick Scholtes, (December 2025)
Kitty Fletcher (December 2021)
Bill Olson, (December 2025)
Kim Shaffer, (Chair) (December 2022)
Kara Drake, (December 2023)
Paul Smith (December 2023)
Greg Scheid (December 2021)

BOARD OF ZONING ADJUSTMENTS AND APPEALS
Established: Through City Ordinance, City Code Section 250.04
Meetings: As necessary.
Term: Conterminous with City Council terms.
Term Limit: As established for Council by City Charter.
Appointment Authority: Elected officers as established by City Charter.
Staff: Mary Kennedy, City Administrator

Members:
City Council

BOARD OF BUILDING APPEALS
Established: Through City Ordinance, City Code Section 250.05
Meeting: As necessary
Term: Conterminous with City Council and Planning Commission terms.
Term Limit: As established by City Charter.
Appointment Authority: Elected officers as established by City Charter.
Staff: Mary Kennedy, City Administrator

Members:
Vice Mayor
Chair of Planning Commission
Resident who is qualified by experience and training to determine matters pertaining to building construction and who shall be appointed by the council for each individual appeal.

ECONOMIC DEVELOPMENT AUTHORITY
Established: October 1988, City Code Section 250.06
Meetings: Second Thursday of every month, 7:15 a.m., Council Chambers
Term: Six Years
Term Limit: Indefinite
Appointment Authority: Recommendation by EDA, appointed by Mayor and confirmed by Council.
City Council Liaison (voting): Mayor Richard Scholtes & John Huisman
Staff: Amy Schaefer -Community Development Director, CEDA Representative

Commissioners:
Peggy Olson, Vice President (December 2022)
Bill Rosenau, (December 2022)
Lissia Laehn, Treasurer (December 2024)
Jamie Jones, (December 2024)
Ann Hanna, President (December 2024)

Ex-Officio Members:
City Administrator
Blue Earth Light & Water, Tim Stoner
Blue Earth Area Chamber of Commerce Director, Shellie Poetter

EDA EXECUTIVE REVOLVING LOAN SUBCOMMITTEE
Mary Kennedy
Bill Rosenau
Richard Scholtes
Amy Schaefer

HOUSING AND REDEVELOPMENT AUTHORITY
Established: Early 1960's, City Code Section 250.09
Meetings: Second Monday at 12:00 noon, Crescent Apartments
Term: Five Years (Crescent Apartment Commissioner elected annually).
Term Limit: Indefinite.
Appointment Authority: Recommendation by HRA, appointed by Mayor and confirmed by Council.
City Council Liaison (non-voting): Richard Scholtes,
Staff: Megan Hanson-Haase, Housing Manager
Mary Kennedy, City Administrator

Commissioners:
Lars Bierly, Chair (December 2025)
Dan Mensing, Vice-Chair (December 2022)
Richard Scholtes, (December 2023)
Mark Maher (December 2021)
Ken Skaare, (December 2023)
Vacant (December 2023) resident commissioner voting

HRA EXECUTIVE LOAN REVIEW SUBCOMMITTEE
Lars Bierly
Dan Mensing
Megan Hanson-Haase

SENIOR CENTER BOARD
Established: December 1989, Section 250.10
Meetings: Second Tuesday of Month at 4:00 p.m., Senior Center
Term: Three Years
Term Limit: Indefinite
Appointment Authority: Recommendation by President of Senior Center Board, appointed by Mayor and confirmed by Council.
City Council Liaison (non-voting): Marty Cassem
Staff: Linda Jahnke, Senior Center Director

Board Members:
Lois Wiborg (December 2021)
Arnold Thrond, (December 2021)
Sue Cassens, (December 2021)
Vacant, (December 2024)
Donna Sohn, (December 2021)
Marty Cassem, (December 2025)
Darlene Anderson (December 2024)

Ex-Officio Members:
Senior Club Representative
Nutrition Program Representative
All Paid Staff

LIBRARY BOARD
Established: At time of City Charter adoption, City Code Section 250.02
Meetings: Second Monday of Month at 4:15 p.m., Library Community Room
Term: Three Years
Term Limit: No more than three consecutive three-year terms (City and State law).
Appointment Authority: Recommendation by Library Board, appointed by Mayor and confirmed by Council.
City Council Liaison (non-voting): Wendy Cole
Staff: Eva Gaydon, Library Director
Board Members:
Chuck Hunt, President (December 2023) (Selection)
Vacant, (December 2023) (Finance: Personnel)
Wilma Bittinger, Secretary (December 2022) (Technology; Finance)
Bonita Zimmer (December 2021)
Cindy Lyon (December 2022) (Building; Personnel)
Wendy Cole, Vice-President (December 2021)
Randall Anderson, (December 2023)
Liaison from County Library Board (non-voting): none
Liaison to County Library Board (voting): Mary Bielke

FARIBAULT COUNTY FITNESS CENTER BOARD
Established: 1988, Section 250.11
Meetings: As Required
Term: Three Years
Term Limit: Indefinite
Appointment Authority: Recommendation by Fitness Center Board, appointed by Mayor and confirmed by Council.
City Council Liaison (voting): Russ Erichsrud
Staff: Michelle Hall, Fitness Center Director (also serves as board Secretary/Treasurer

Board Members:
David Lein, Chair (Bldg) (December 2023)
Layne Mc Cleary Vice-Chair (Activity) (December 2021)
Jean Dikken, (Finance) (December 2024)
Brent Haase (Building) (December 2021)
Joe Fering, (Activity) (December 2021)
Norm Hall, (Finance) (December 2023)
Chris Ankeny (Bldg.) (December 2024)
Russ Erichsrud (Council Liaison)

CHARTER COMMISSION
Established: 1967
Meetings: One annual meeting and as required (upon petition of 10% of eligible voters or at the request of the majority of Council).
Term: Four years.
Term Limit: None (State Statute 410.05 amended in 2004 from 2-term limit to no term limit).
Appointment Authority: A city council, a charter commission, or the petitioners requesting the appointment of a charter commission may submit to the court the names of eligible nominees which the district court may consider in making appointments to the charter commission.
Approved by the District Court Judge (MN Statute 410.05) (Changed from 8 member to 9 member by Resolution 13-04 on 1-7-13)
Staff: City Administrator
David Frundt, City Attorney

Commissioners:
Gary Armon, (December 2022)
Ron Nesbit, (December 2022)
Frankie Bly, (December 2021)
David Classon, Chair (December 2022)
Tim Juba (December 2024)
Bob Bromeland, (December 2022)
BOARD OF PUBLIC WORKS
Established: 1899
Meeting: 2nd Monday of Month at 5:00 p.m.
Term: Four years
Term Limit: indefinite
Appointment Authority: elected
City Council Liaison (non-voting): Dan Warner
Staff: Tim Stoner, General Manager

Board Members:
Dan Mensing, Chairman (December 31, 2022)
Mark Loge, Vice-Chairman (December 31, 2022)
Lars Bierly, Secretary (December 31, 2025)
Tim Juba (December 31, 2025)
Bernard Kriewall (December 31, 2025)

AIRPORT ADVISORY COMMISSION
Established: March 29, 1983 (Ordinance XXII - 3rd Series)
Meetings: Regular annual meeting and special meetings as required.
Term: Four years
Term Limit: Indefinite
Appointment Authority: Appointed by Mayor and confirmed by Council.
City Council Liaisons: Glenn Gaylord and Dan Warner
Staff: Mary Kennedy, City Administrator (non-voting secretary), Luke Steier (Manager)

Commissioners (appoint as necessary):
Allen Aukes (December 31, 2025)
Scott Kramer, Vice-Chairman (December 31, 2021)
Doug Nimz (December 31, 2023)
John Lindsey, Chairman (December 31, 2023)
Dan Warner (December 31, 2021)
Glenn Gaylord (December 31, 2025)

BLUE EARTH FIRE DEPARTMENT RELIEF BOARD
Meetings: Once per quarter and as required
Term Limit: 2 years
Appointment Authority: Election for Fire Department Representatives, Mayor appoints 3 members
Board Members:
Roger Davis, City of Blue Earth Fire Chief
Chris Matthews
Chad Bonin
Corey Survis
JOINT FIRE SERVICE ADVISORY BOARD
Established: Through City Ordinance - Section 250.12
Meetings: Once per quarter and as required
Term: Conterminous with City Council and Township Board terms
Term Limit: At the pleasure of their appointing authority.
Appointment Authority: At the pleasure of their appointing authority.
Staff: City Administrator (secretary)

Board Members:
Russ Erichsrud
Tim Blagg, Chair
Mike Jacobson
Bill Carr
William Eckhardt,
Neil Mensing

Ex Official Member:
Roger Davis, City of Blue Earth Fire Chief

JOINT PLANNING BOARD - BLUE EARTH CITY TOWNSHIP
Established: City of Blue Earth Resolution 95-43 on November 21, 1995-Section 250.13
Meetings: As necessary.
Term: Appointment at pleasure of respective local governing bodies.
Term Limit: Indefinite
Appointment Authority: Appointment at pleasure of respective local governing bodies.
Staff: City of Blue Earth Zoning Administrator
David Frundt, City of Blue Earth City Attorney
, Faribault County Zoning

Board Members:
Faribault County Representative - only if issue arises
City of Blue Earth Representative - Mayor Richard Scholtes
Blue Earth City Township Representative - only if issue arises
JOINT PLANNING BOARD - JO DAVIESS TOWNSHIP
Established: 1995, City Code Section 250.13
Meetings: As necessary.
Term: Appointment at pleasure of respective local governing bodies.
Term Limit: Indefinite
Appointment Authority: Appointment at pleasure of respective local governing bodies.
Staff: City of Blue Earth Zoning Administrator
       David Frundt, City of Blue Earth City Attorney
       , Faribault County Zoning Technician

Board Members:
       Faribault County Representative - only if issue arises
       City of Blue Earth Representative - Mayor Richard Scholtes
       Jo Daviess Township Representative - only if issue arises

ADMINISTRATIVE PENALTY REVIEW BOARD
Established: Ordinance 06-11 dated 6-19-06
Purpose: The review board shall have the authority to dismiss the violation or reduce or waive the penalty. If the violation is sustained by the review board, the violator shall pay the penalty imposed within 7 days. Any administrative review resulting in a tie by the board shall be governed by a tie breaking vote by the Mayor.
Meeting: As necessary
Term: annually
Term Limit: n/a
Appointment Authority: Mayor appoints
Staff: City Administrator, City Attorney and any relevant Code Enforcement Officer presents case by staff. Mayor runs meeting as Chairman.

Board Members:
       Rob Norman
       Jim Beattie
STREET IMPROVEMENT SUBCOMMITTEE
Established: January 2, 2007
Purpose: Established to review proposed street improvement plan process scheduled for 2007. Provide policy direction to staff and recommendations to the City Council.
Term: Indefinite
Term Limit: Indefinite
Appointment Authority: Appointed by Mayor and approved by City Council.
Staff: Mary Kennedy, City Administrator
       Jamie Holland, Public Works Director
       Wes Brown, City Engineer

Members:
Councilmember Russ Erichsrud
Councilmember Marty Cassem

Appointed Non-Elected: Chair position open
Ray Wigern,
Gary Armon
Vacancy
Dan Brod
Randy Ficken

PARKS AND RECREATION SUBCOMMITTEE
Purpose: Established to deal with various park improvement requests and to carry through with the pool project and Steinberg Park project. The former Mosquito Control Subcommittee will fall under the auspices of the Parks and Recreation Subcommittee.
Meetings: As necessary
Term: Annual appointment by Mayor
Term limit: Indefinite
Appointment Authority: Appointed by Mayor and approved by City Council.
Staff: City Administrator
       Amy Schaefer, Community Development Director (CEDA)

Members:
Councilmember Glenn Gaylord, Chairman

Appointed Non-Elected:
Dave Kittleson
Kevin Benson
Brenda Smith
Bruce Ankeny
JOINT ANIMAL POWERS
Established: January 2014
Appointment Authority: Appointed by Mayor and approved by City Council.
Staff: Rick Scholtes, Mayor
       City Administrator
       
       Appointed Non-Elected:
       Tom Fletcher

RURAL ENTREPREUNRIAL VENTURE
Established: October 2020
Purpose: Established under EDA for entrepreneurial and workforce support.
Meetings: Every second Thursday, 8:30am.
Term: Annual appointment by Mayor
Term limit: 1 year.

Appointment Authority: Appointed by Mayor and approved by City Council.
Staff: City Administrator
       Amy Schaefer, Community Development Specialist (CEDA)
       Emily Davis, Community Workforce Coordinator (CEDA)

Members:
Councilmember John Huisman
Lissia Laehn, Vice Chair
Marc Meier, Chair
Mandy Fletcher
Chase Brandt
Jason Bonnema
Annie Leibel
BLUE EARTH JOINT FIRE SERVICE BOARD
MEMBERSHIP ROSTER
As of 1-6-20

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Administrator</td>
<td>Roger Davis, Fire Chief</td>
<td>City of Blue Earth</td>
</tr>
<tr>
<td>City of Blue Earth</td>
<td>City Administrator</td>
<td>City of Blue Earth</td>
</tr>
<tr>
<td>William Eckhardt, Advisory Board</td>
<td>Jan Rauenhorst, Clerk</td>
<td>Prescott Township</td>
</tr>
<tr>
<td>Prescott Township</td>
<td>City of Blue Earth</td>
<td></td>
</tr>
<tr>
<td>Neal Mensing, Advisory Board</td>
<td>Nina Patten, Clerk</td>
<td>Verona Township</td>
</tr>
<tr>
<td>Verona Township</td>
<td>City of Blue Earth</td>
<td></td>
</tr>
<tr>
<td>Bill Carr, Advisory Board</td>
<td>Rhonda Dahl, Clerk</td>
<td>Pilot Grove Township</td>
</tr>
<tr>
<td>Pilot Grove Township</td>
<td>City of Blue Earth</td>
<td></td>
</tr>
<tr>
<td>Mike Jacobson, Advisory Board</td>
<td>Justine Hougen, Clerk</td>
<td>Jo Daviess Township</td>
</tr>
<tr>
<td>Jo Daviess Township</td>
<td>City of Blue Earth</td>
<td></td>
</tr>
<tr>
<td>Dave Klabunde/Advisory Board</td>
<td>Denise Pfaffinger, Clerk</td>
<td>Blue Earth Township</td>
</tr>
<tr>
<td>Blue Earth Township</td>
<td>City of Blue Earth</td>
<td></td>
</tr>
<tr>
<td>Russ Erichsrud, Councilmember/Advisory Board</td>
<td>City of Blue Earth</td>
<td></td>
</tr>
</tbody>
</table>

BLUE EARTH CITY OFFICIALS/ APPOINTED

<table>
<thead>
<tr>
<th>Department</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Department</td>
<td>Mary Kennedy</td>
</tr>
<tr>
<td>City Administrator/Zoning Administrator</td>
<td>Amy Schaefer</td>
</tr>
<tr>
<td>Community Development Director</td>
<td>Echo Roggenkamp</td>
</tr>
<tr>
<td>Deputy City Clerk</td>
<td>Rayne Hanevik</td>
</tr>
<tr>
<td>Office Specialist</td>
<td>Tammy Davis</td>
</tr>
<tr>
<td>Police Chief</td>
<td>Tom Fletcher</td>
</tr>
<tr>
<td>Police Department</td>
<td>Melissa Felion</td>
</tr>
<tr>
<td>Police Officers</td>
<td>Jordan Paukert</td>
</tr>
<tr>
<td></td>
<td>Tharen Haugh</td>
</tr>
<tr>
<td></td>
<td>Josh Crofton</td>
</tr>
</tbody>
</table>
Public Works Department
- Public Works Supervisor: Jamison Holland
- Public Works Senior Maintenance Employee: Kevin Skaare
- Public Works/ WWTP Senior Operator: Steve Anderson
- Public Works/ WWTP Operator: Wes Bell
- Public Works/ Maintenance Employee: Mark Heenan
  - Steven Sonnicksen
  - Jared Brown
  - Bodey Bell

Library
- Library Director: Eva Gaydon

Liquor Store
- Liquor Store Manager: David Olson
- Liquor Store Clerk: Amber Belaski
  - Ken Spellman

Other Departments
- Senior Center Director: Linda Jahnke
- Fitness Center Director/ Pool Manager: Michelle Hall
- AgCenter Complex: Devin Greenside

Contractual
- City Attorney – David Frundt, Frundt, Lundquist, Gustafson. Inc.
- City Engineer – Wes Brown, Bolton & Menk
- Fire Chief – Roger Davis
- Assistant Fire Chief – Ashley Bleess
- Building Official - Steve Anderson
- Airport Management – Luke Steier, Blue Earth Aviation
- Auditor – CarlsonSV
- Labor Relations – Frundt, Lundquist, and Gustafson
- Financial Advisor – Doug Green, Baker Tilly
- Bond Counsel - Mary Ippel, Briggs & Morgan
- Insurance Agent – Lars Bierly, Minn-Iowa Insurance
- EDA Services – Amy Schaefer, CEDA

Note: Regular, periodic, seasonal, and temporary part-time employees are not included.
BLUE EARTH CITY OFFICIALS/ELECTED
As of 1-4-2021

MAYOR
Richard Scholtes (Term expires January 6, 2025)

MEMBER AT LARGE
John Huisman
TERM EXPIRES JANUARY 6, 2025

COUNCIL MEMBERS
Marty Cassem (Term expires January 2, 2023)

Glenn Gaylord (Vice Mayor) (Term expires January 4, 2025)

Russ Erichsrud (Term expires January 2, 2023)

Dan Warner (Term expires January 6, 2025)

Wendy Cole (Term expires January 2, 2023)

CURRENT LIAISON ASSIGNMENTS

Library Board: Wendy Cole
Economic Development Authority: John Huisman
Housing and Redevelopment Authority: Richard Scholtes
Senior Center Board: Marty Cassem
Faribault County Fitness Center Board: Russ Erichsrud
Board of Public Works: Dan Warner

OTHER BOARDS AND COMMISSIONS

Joint Fire Service Advisory Board: Councilman Russ Erichsrud
Joint Planning Board/BE City: Mayor Scholtes
Planning Commission: Mayor Scholtes
Charter Commission: Mayor Rick Scholtes/Glenn Gaylord
Board of Zoning Adjustments and Appeals: City Council
Board of Building Appeals: Vice Mayor Glenn Gaylord
Blue Earth Airport Advisory Commission: Glenn Gaylord/Dan Warner
Joint Animal Control: Mayor Scholtes/City Administrator
Fire Relief Board: Mayor Scholtes/appointee
<table>
<thead>
<tr>
<th>HRA Design Subcommittee</th>
<th>Wendy Coles/Marty Cassem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Earth Light &amp; Water</td>
<td>John Huisman/Dan Warner</td>
</tr>
<tr>
<td>Rural Entrepreneurial Venture</td>
<td>John Huisman</td>
</tr>
<tr>
<td>Energy Conservation Subcommittee</td>
<td></td>
</tr>
</tbody>
</table>
City of Blue Earth
Employee Travel Request Authorization Form

This form must be completed and submitted to the City Administrator for Approval in advance of any travel outside of Faribault County. Additionally, any request for travel over 150 miles (to destination) or over $500 in total cost requires City Council approval in addition to the City Administrator. All requests are subject to approval and therefore any advance fees or reservations shall not be made until all approvals are authorized. The Employee is responsible for providing sufficient advance time for review of the request and authorization.

Unauthorized travel shall be considered a violation of the City Personnel Policy and subject to disciplinary action and/or denial of personal expense reimbursements.

a. Employee name ________________________________

b. Employee department ____________________________

c. Today’s date _______ 12-29-20 ________

d. Date of travel request __________________________

(On line seminars (4, 7 hour sessions))

e. Purpose for travel request ________________________

(Please attach any supporting documentation such as conference brochures, printed meeting agenda, marketing materials, lodging information, etc.)

f. Number of miles and location if over 150 miles ________ None - on line ________

g. Itemized estimated total cost (if over $500) such as hotel, mileage, registration, lunch or other fees: $100 x 4 = $400.00

h. Supervisor approval ______________________________ Date __________

i. City Administrator approval _________________________ Date __________

j. Council approval by ______________________________ on Date __________

Mayor

I agree that I have submitted information to the best of my knowledge and have read and understand the city policy related to reimbursements and travel.

Requesting Employee Signature ________________________________
ICC Upper Great Plains Region III
Educational Institute – Virtual/In-Person

February 8–12, 2021

Minneapolis Marriott Northwest
www.iccsafe.org/RegionIII
1-888-ICC-SAFE (422-7233), ext. 33821
Welcome to the 2021 Upper Great Plains Educational Institute!

This is Our Seventeenth Institute
For the 17th year, AMBO, Region III, and ICC collaborate on this mid-winter educational event. We saw on the Internet (So, it must be true. Right?), the number 17 is the most common, randomly chosen number between 1 and 20. That makes it the least random. We hope you make this event your least-random, most-sought choice for your education in 2021!

New This Year
We offer you an outstanding educational program and an opportunity for networking with colleagues at a new location. This year’s event is at the newly-remodeled, all-suite Minneapolis Marriott Northwest in Brooklyn Park. Some of you will remember our start, 17 years ago, at this location when it was the former Northland Inn.

The Marriott understands concerns about the COVID-19 situation and adheres to CDC’s strictest practices and highest standards for sanitizing and hygiene. The spacious facility provides ample room for physical distancing. In addition, many of the sessions are offered virtually! Although the number of sessions is down bit from the past couple of years, you will see a wide variety of relevant, timely training as well as the return of popular and familiar presenters.

The Marriott
The Minneapolis Marriott Northwest is conveniently located 30 minutes from the Minneapolis-Saint Paul International Airport and near to multiple shopping and dining options. There is free onsite self-parking. You can enjoy the convenience of modern hotel suites and classrooms under one roof. Classrooms, meeting rooms, and public areas comfortably host the event well within CDC physical distancing guidelines. Attendees are provided with continental breakfast prior to session starts, refreshments for morning and afternoon breaks, a buffet lunch, and unlimited beverages throughout the day.

Location
Minneapolis Marriott Northwest
7025 Northland Drive North
Minneapolis, Minnesota 55428
763.536.8300 for general information

Guestroom Reservations
All guest rooms are two-room suites. Group-rate reservations are available through January 17, 2021. Here is the link for room reservations for the special AMBO group rate of $129: https://www.marriott.com/event-reservations/reservation-link.mi?id=1605800772920&key=GRP&app=resvlink
Or by Phone: Telephone 877.303.1681 or 763.536.3332.
Institute Registration Information

General Registration Information
Register Online: www.iccsafe.org/RegionIII
Register by Fax: 1.708.799.2651
Register by Mail: ICC Central Regional Office, 4051 Flossmoor Road, Country Club Hills, Illinois 60478
Walk-In: Limited Availability as Space Allows

On-Site Rate
The on-site registration (reduced from last year!) includes continental breakfast, breaks, and lunch.
One or Two Days: $160 each day.
Three or Four Days: $145 each day.
Early-Bird Rate: $145 per day. Register by January 15, 2021. Popular sessions fill quickly and close early.

Virtual Attendance Rate
Not all sessions are available virtually. Some sessions are virtual only. Some are hybrid with a virtual option.
Virtual Registration: $100 per day.

Cancellation Policy
Written requests for refunds must be received by ICC on or before Friday 15 January 2020. Submit by fax to 1.708.799.2651 or by email to Ichagolla@iccsafe.org.

Continuing Education
Qualifying continuing education is available. All sessions are submitted to the Minnesota Department of Labor and Industry for continuing education approval. Only courses presented by ICC are submitted to the American Institute of Architects (AIA) for credit and HSW hours.

Chapter Meetings and Special Events

Bookstore
The ICC Bookstore will be on-site throughout the day on Wednesday with a wide assortment of Code books as well as ICC merchandise. Check it out!

Dinner Outing
All Institute attendees are invited to join the annual dinner outing on Tuesday following the AMBO General Membership Meeting. This is a pay-your-own-way social event. The Marriott has complimentary shuttle transportation to over 200 shops and restaurants in the Arbor Lake area.

AMBO Board Meeting
The AMBO Board of Directors will meet at 6:00 p.m. on Monday.

AMBO ICC Chapter Membership Meeting
The AMBO General Membership Meeting will be Tuesday, beginning promptly at 4:45 p.m.

Region III Chapter Meeting
The Region III Chapter of ICC will hold a meeting on Wednesday during lunch.

We look forward to seeing new faces and renewing past acquaintances at this unique, networking and training opportunity!
2021 Upper Great Plains Educational Institute
REGISTRATION FORM
7 a.m. Sign In • 8 a.m. Sessions Begin • 11:15 a.m. – 12:15 p.m. Lunch • 3:30 p.m. Conclusion
Complete ONE registration form per registrant. Registration form may be copied.

<table>
<thead>
<tr>
<th>ICC Membership Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name for Badge:</td>
</tr>
<tr>
<td>First Name:</td>
</tr>
<tr>
<td>Middle Initial:</td>
</tr>
<tr>
<td>Last Name:</td>
</tr>
<tr>
<td>Job Title:</td>
</tr>
<tr>
<td>Jurisdiction/Organization:</td>
</tr>
<tr>
<td>E-Mail:</td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State/Province:</td>
</tr>
<tr>
<td>Zip Code:</td>
</tr>
<tr>
<td>Country:</td>
</tr>
<tr>
<td>Day Telephone:</td>
</tr>
<tr>
<td>Extension</td>
</tr>
<tr>
<td>Evening Telephone:</td>
</tr>
<tr>
<td>Fax Number</td>
</tr>
</tbody>
</table>

Please indicate if you require special seminar room accessibility accommodations:

REGISTER FOR ONSITE SESSIONS
**Register Early and SAVE**

Register By January 15, 2021
- $145 – per Day

Register After January 15, 2021
- $160 – per day for one or two days
- $145 – per day for three, four or five days

REGISTER FOR VIRTUAL SESSIONS
- $100 – Per Day

REGISTER ONLINE: www.iccsafe.org/RegionIII

REGISTER BY FAX: 708-799-2651

REGISTER BY MAIL:
Region III Registrar, International Code Council
Central Regional Office
4051 Flossmoor Road
Country Club Hills, Illinois 60478

WALK-IN REGISTRATION:
Limited Availability as Space Allows

QUESTIONS? CONTACT THE CODE COUNCIL:
1-888-422-7233, ext. 33821

SEMINAR REGISTRATION OPTIONS
LIST SEMINAR SESSION NUMBER AND ONSITE OR VIRTUAL

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seminar Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ONSITE or VIRTUAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL REGISTRATION FEES

I am attending ONSITE one or two days
☐ $145 (early)
☐ $160 (late, after 1/15/21)

I am attending ONSITE three, four or five days
☐ $145 per day

I am attending VIRTUALLY
☒ $100 per day × 4

PAYMENT OPTIONS (Bill Me, Check or P.O.)
☐ Bill Me (Code Council Members only) Member #:
☐ Payment Enclosed (Checks payable to: International Code Council)
☐ Purchase Order No.:

Copy of authorized P. O. required

TOTAL $400
# INVESTMENT SCHEDULE
## CITY OF BLUE EARTH
### JANUARY 4, 2020

### CURRENT INVESTMENTS

<table>
<thead>
<tr>
<th>INSTITUTION</th>
<th>INSTRUMENT</th>
<th>INTEREST</th>
<th>MATURITY</th>
<th>CURRENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST BANK OF BE</td>
<td>GENERAL CHECKING ACCT#415017300</td>
<td>0.12%</td>
<td>12/31/2020</td>
<td>$7,549,862</td>
</tr>
</tbody>
</table>

### LONG TERM INVESTMENTS

<table>
<thead>
<tr>
<th>INSTITUTION</th>
<th>INSTRUMENT</th>
<th>INTEREST</th>
<th>MATURITY</th>
<th>CURRENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 NORTHLAND SECURITIES</td>
<td>CERT. OF DEPOSIT</td>
<td>GENERAL INVESTMENT</td>
<td>10/21/2022</td>
<td>$100,000</td>
</tr>
<tr>
<td>2 NORTHLAND SECURITIES</td>
<td>CERT. OF DEPOSIT</td>
<td>STREET FUND RESERVE</td>
<td>1/11/2021</td>
<td>$200,000</td>
</tr>
<tr>
<td>3 NORTHLAND SECURITIES</td>
<td>CERT. OF DEPOSIT</td>
<td>STREET FUND RESERVE</td>
<td>8/23/2021</td>
<td>$200,000</td>
</tr>
<tr>
<td>4 NORTHLAND SECURITIES</td>
<td>CERT. OF DEPOSIT</td>
<td>STREET FUND RESERVE</td>
<td>1/3/2023</td>
<td>$125,000</td>
</tr>
<tr>
<td>5 FIRST BANK BLUE EARTH</td>
<td>CERT. OF DEPOSIT</td>
<td>GENERAL INVESTMENT</td>
<td>6/13/2021</td>
<td>$175,000</td>
</tr>
<tr>
<td>6 FIRST BANK BLUE EARTH</td>
<td>CERT. OF DEPOSIT</td>
<td>STREET FUND RESERVE</td>
<td>10/2/2022</td>
<td>$100,000</td>
</tr>
<tr>
<td>7 FIRST BANK BLUE EARTH</td>
<td>CERT. OF DEPOSIT</td>
<td>STREET FUND RESERVE</td>
<td>10/2/2024</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

**TOTAL** $800,000

### LONG TERM INVESTMENTS DETAILS
2. Certificate of Deposit. Capital One Bank Glen Allen VA. 2.05% interest paid semi annual on January and July 11th each year.
3. 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.
6. Certificate of Deposit. First Bank Blue Earth. 0.45% interest paid every 12 months and at maturity. Maturity date 10/2/2022.
7. Certificate of Deposit. First Bank Blue Earth. 0.65% interest paid every 12 months and at maturity. Maturity date 10/2/2024.
BILL SHEET FOR COUNCIL MEETING OF JANUARY 4, 2021

PREPAID BILLS: $194.15

UNPAID BILLS: $588,841.59

BONDS PAYABLE: $0.00

TOTAL BILLS PAID & UNPAID: $589,035.74
<table>
<thead>
<tr>
<th>FUND</th>
<th>PAYABLE TO</th>
<th>CHECK #</th>
<th>CHECK DATE</th>
<th>AMOUNT</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUND 101 GENERAL FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMINISTRATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$17.99</td>
<td></td>
<td>ADMIN STAMPS SERVICE CHARGE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$17.99</td>
</tr>
<tr>
<td>CITY HALL MAINTENANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$269.00</td>
<td></td>
<td>CITY HALL MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td>CJS CLEANING SERVICE LLC</td>
<td>058660</td>
<td>12/31/2020</td>
<td>$30.15</td>
<td></td>
<td>CITY HALL CLEANING SERVICE</td>
</tr>
<tr>
<td>SCHILLING PAPER COMPANY</td>
<td>058690</td>
<td>12/31/2020</td>
<td>$82.63</td>
<td></td>
<td>CITY HALL RESTROOM/ CLEANING SUPPLIES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$381.78</td>
</tr>
<tr>
<td>COMMUNITY DEVELOPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BE CHAMBER OF COMMERCE</td>
<td>058705</td>
<td>1/4/2021</td>
<td>$5,000.00</td>
<td></td>
<td>2021 CITY MEMBERSHIP RENEWAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>ENGINEERING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOLTON &amp; MENK INC.</td>
<td>058655</td>
<td>12/31/2020</td>
<td>$294.00</td>
<td></td>
<td>NOVEMBER GENERAL ENGINEERING</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$294.00</td>
</tr>
<tr>
<td>FINANCIAL SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FURTHER</td>
<td>058712</td>
<td>12/31/2020</td>
<td>$81.55</td>
<td></td>
<td>DECEMBER ADMIN FEES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$81.55</td>
</tr>
<tr>
<td>FIRE DEPT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$462.66</td>
<td></td>
<td>FIRE DEPT MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$462.66</td>
</tr>
<tr>
<td>LEGAL SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FARIBAULT COUNTY RECORDER</td>
<td>058665</td>
<td>12/31/2020</td>
<td>$46.00</td>
<td></td>
<td>TO RECORD DOCUMENT # 385980 - ORDINANCE 20-04</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$46.00</td>
</tr>
<tr>
<td>LIBRARY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENTER POINT PUBLISHING</td>
<td>058658</td>
<td>12/31/2020</td>
<td>$46.74</td>
<td></td>
<td>LIBRARY BOOK PURCHASES</td>
</tr>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$166.26</td>
<td></td>
<td>LIBRARY MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td>FARIBAULT COUNTY REGISTER, INC.</td>
<td>058666</td>
<td>12/31/2020</td>
<td>$52.00</td>
<td></td>
<td>LIBRARY ONE YEAR SUBSCRIPTION RENEWAL</td>
</tr>
<tr>
<td>GALE GROUP</td>
<td>058669</td>
<td>12/31/2020</td>
<td>$55.48</td>
<td></td>
<td>LIBRARY BOOK PURCHASES</td>
</tr>
<tr>
<td>GALE GROUP</td>
<td>058669</td>
<td>12/31/2020</td>
<td>$77.22</td>
<td></td>
<td>LIBRARY BOOK PURCHASES</td>
</tr>
<tr>
<td>GALE GROUP</td>
<td>058669</td>
<td>12/31/2020</td>
<td>$50.23</td>
<td></td>
<td>LIBRARY BOOK PURCHASES</td>
</tr>
<tr>
<td>GALE GROUP</td>
<td>058669</td>
<td>12/31/2020</td>
<td>$140.95</td>
<td></td>
<td>LIBRARY BOOK PURCHASES</td>
</tr>
<tr>
<td>MICRO MARKETING ASSOCIATES</td>
<td>058679</td>
<td>12/31/2020</td>
<td>$78.23</td>
<td></td>
<td>LIBRARY AUDIOBOOK PURCHASES</td>
</tr>
<tr>
<td>MICRO MARKETING ASSOCIATES</td>
<td>058679</td>
<td>12/31/2020</td>
<td>$93.48</td>
<td></td>
<td>LIBRARY AUDIOBOOK PURCHASES</td>
</tr>
<tr>
<td>SCHOLASTIC LIBRARY PUBLISHING</td>
<td>058691</td>
<td>12/31/2020</td>
<td>$4.19</td>
<td></td>
<td>LIBRARY BOOK PURCHASES</td>
</tr>
<tr>
<td>TRAVERSE DES SIOUX LIBRARY SYS</td>
<td>058696</td>
<td>12/31/2020</td>
<td>$7,110.09</td>
<td></td>
<td>SECOND HALF 2020 LIBRARY CONTRACT SERVICE</td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$134.97</td>
<td></td>
<td>LIBRARY WALL ST. JOURNAL RENEWAL</td>
</tr>
<tr>
<td>ALBERT LEA TRIBUNE</td>
<td>058704</td>
<td>1/4/2021</td>
<td>$198.00</td>
<td></td>
<td>LIBRARY 2021 SUBSCRIPTION RENEWAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$8,207.84</td>
</tr>
<tr>
<td>POLICE DEPT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$198.29</td>
<td></td>
<td>POLICE DEPT MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td>HANEVIK, RAYNE</td>
<td>058671</td>
<td>12/31/2020</td>
<td>$10.00</td>
<td></td>
<td>FINGERPRINTING REIMBURSEMENT</td>
</tr>
<tr>
<td>JAKES BODY SHOP, LLC</td>
<td>058673</td>
<td>12/31/2020</td>
<td>$150.00</td>
<td></td>
<td>POLICE DEPT DECAL REMOVAL 2016 FORD EXPLORER</td>
</tr>
<tr>
<td>LOFFLER</td>
<td>058678</td>
<td>12/31/2020</td>
<td>$5.54</td>
<td></td>
<td>POLICE DEPT COPIER OVERAGE CHARGES</td>
</tr>
<tr>
<td>Description</td>
<td>Date</td>
<td>Amount</td>
<td>Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>------------</td>
<td>------------</td>
<td>--------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAPA AUTO PARTS</td>
<td>058682</td>
<td>12/31/2020</td>
<td>$199.00 J. CROFTON CLOTHING ALLOWANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RADAR ROAD TEC</td>
<td>058688</td>
<td>12/31/2020</td>
<td>$232.00 POLICE DEPT DISPLAY REPAIRS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$281.32 POLICE DEPT AMMUNITION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$51.46 POLICE DEPT OFFICE SUPPLIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$298.47 POLICE DEPT SHOTGUN LIGHT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WEX BANK</td>
<td>058703</td>
<td>12/31/2020</td>
<td>$540.01 POLICE DEPT FUEL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MN CHIEF OF POLICE ASSOC.</td>
<td>058708</td>
<td>1/4/2021</td>
<td>$218.00 POLICE DEPT 2021 VOTING MEMBERSHIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MPPOA</td>
<td>058710</td>
<td>1/4/2021</td>
<td>$50.00 T. FLETCHER MPPOA MEMBERSHIP 2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$2,234.09</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PUBLIC WORKS/MAINTENANCE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOMGAARS</td>
<td>058656</td>
<td>12/31/2020</td>
<td>$11.95 PWD SUPPLIES</td>
</tr>
<tr>
<td>BOMGAARS</td>
<td>058656</td>
<td>12/31/2020</td>
<td>$207.92 PWD SUPPLIES</td>
</tr>
<tr>
<td>BOMGAARS</td>
<td>058656</td>
<td>12/31/2020</td>
<td>$112.25 PWD SUPPLIES</td>
</tr>
<tr>
<td>BOMGAARS</td>
<td>058656</td>
<td>12/31/2020</td>
<td>$21.95 PWD SUPPLIES</td>
</tr>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$741.70 PWD MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td>EZ RENTAL &amp; PARTY SERVICE, LLC</td>
<td>058662</td>
<td>12/31/2020</td>
<td>$175.00 ICE RINK PORTA RENTAL (12/14 - 1/11)</td>
</tr>
<tr>
<td>FIRST LAB</td>
<td>058668</td>
<td>12/31/2020</td>
<td>$98.82 PWD RANDOM ALCOHOL TEST</td>
</tr>
<tr>
<td>MORE S AG CENTER</td>
<td>058681</td>
<td>12/31/2020</td>
<td>$1,171.65 PWD FUEL</td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$2,597.51 ICE RINK LINER</td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$619.16 PWD TV &amp; BRACKET FOR SAFETY VIDEOS</td>
</tr>
<tr>
<td>WEX BANK</td>
<td>058703</td>
<td>12/31/2020</td>
<td>$901.76 PWD FUEL</td>
</tr>
<tr>
<td>MN DEPT OF HEALTH</td>
<td>058709</td>
<td>1/4/2021</td>
<td>$125.00 2021 CAMPGROUND LICENSE</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$6,784.67</strong></td>
<td></td>
</tr>
</tbody>
</table>

**SANITATION & HEALTH**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FARIBAULT COUNTY HUMANE SOC.</td>
<td>058664</td>
<td>12/31/2020</td>
<td>$67.56 ANIMAL CONTROL SERVICES 2020</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$67.56</strong></td>
<td></td>
</tr>
</tbody>
</table>

**SENIOR CENTER**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$216.95 SENIOR CNTR MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$216.95</strong></td>
<td></td>
</tr>
</tbody>
</table>

**SWIMMING POOL**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GREEN CARE</td>
<td>058651</td>
<td>12/29/2020</td>
<td>$151.20 POOL IRRIGATION 2021 SPRING &amp; FALL</td>
</tr>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$256.44 POOL MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$407.64</strong></td>
<td></td>
</tr>
</tbody>
</table>

**FUND 207 ECONOMIC DEVELOPMENT FUND**

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BE GRAPHICS</td>
<td>058650</td>
<td>12/29/2020</td>
<td>$42.95 REV POSTCARDS</td>
</tr>
<tr>
<td>BOMGAARS</td>
<td>058656</td>
<td>12/31/2020</td>
<td>$21.99 AG CNTR SUPPLIES</td>
</tr>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$799.45 AG CNTR MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td>CJIS CLEANING SERVICE LLC</td>
<td>058660</td>
<td>12/31/2020</td>
<td>$202.50 AG CNTR CLEANING SERVICE</td>
</tr>
<tr>
<td>CJIS CLEANING SERVICE LLC</td>
<td>058660</td>
<td>12/31/2020</td>
<td>$157.50 AG CNTR CLEANING SERVICE</td>
</tr>
<tr>
<td>CJIS CLEANING SERVICE LLC</td>
<td>058660</td>
<td>12/31/2020</td>
<td>$168.75 AG CNTR CLEANING SERVICE</td>
</tr>
<tr>
<td>FARIBAULT CO. TREASURER**</td>
<td>058663</td>
<td>12/31/2020</td>
<td>$65.00 COUNTY DITCH 17, INDUSTRIAL PARK ASSESSMENT</td>
</tr>
<tr>
<td>FARIBAULT CO. TREASURER**</td>
<td>058663</td>
<td>12/31/2020</td>
<td>$79.62 COUNTY DITCH 17, INDUSTRIAL PARK ASSESSMENT</td>
</tr>
<tr>
<td>FARIBAULT COUNTY RECORDER</td>
<td>058665</td>
<td>12/31/2020</td>
<td>$46.00 TO RECORD DOCUMENT # 385962 - WAREHIME MORTGAGE</td>
</tr>
<tr>
<td>KATO ROOFING, INC.</td>
<td>058676</td>
<td>12/31/2020</td>
<td>$450.00 AG CNTR 2020 ROOF INSPECTION</td>
</tr>
<tr>
<td>OLYMPIC FIRE PROTECTION</td>
<td>058685</td>
<td>12/31/2020</td>
<td>$693.74 AG CNTR FLOW SWITCH REPLACED</td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$53.66 EDA INK CARTRIDGES</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$24,202.73</strong></td>
<td></td>
</tr>
<tr>
<td>Fund Description</td>
<td>Reference</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>FUND 210 AIRPORT FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoffman Concrete, Inc.</td>
<td>058672</td>
<td>12/31/2020</td>
<td>$9,409.20</td>
</tr>
<tr>
<td>Driver &amp; Vehicle Services</td>
<td>058706</td>
<td>1/4/2021</td>
<td>$62.25</td>
</tr>
<tr>
<td>Steier, Luke</td>
<td>058711</td>
<td>1/4/2021</td>
<td>$1,204.58</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$10,676.03</td>
</tr>
<tr>
<td><strong>FUND 224 HOUSING FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faribault County Recorder</td>
<td>058665</td>
<td>12/31/2020</td>
<td>$46.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$46.00</td>
</tr>
<tr>
<td><strong>FUND 332 2020B G.O. ABATEMENT BOND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taft, Stettinius, &amp; Hollister</td>
<td>058694</td>
<td>12/31/2020</td>
<td>$10,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td><strong>FUND 418 STREET IMPROVEMENT PROJECTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Engineering Test, Inc.</td>
<td>058653</td>
<td>12/31/2020</td>
<td>$15,631.10</td>
</tr>
<tr>
<td>Bolton &amp; Menk Inc.</td>
<td>058655</td>
<td>12/31/2020</td>
<td>$2,176.00</td>
</tr>
<tr>
<td>Bolton &amp; Menk Inc.</td>
<td>058655</td>
<td>12/31/2020</td>
<td>$3,592.00</td>
</tr>
<tr>
<td>Bolton &amp; Menk Inc.</td>
<td>058655</td>
<td>12/31/2020</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>Bolton &amp; Menk Inc.</td>
<td>058655</td>
<td>12/31/2020</td>
<td>$17,924.75</td>
</tr>
<tr>
<td>Bolton &amp; Menk Inc.</td>
<td>058655</td>
<td>12/31/2020</td>
<td>$8,750.00</td>
</tr>
<tr>
<td>Jetter Clean Inc.</td>
<td>058674</td>
<td>12/31/2020</td>
<td>$291.00</td>
</tr>
<tr>
<td>Ulland Brothers</td>
<td>058698</td>
<td>12/31/2020</td>
<td>$394,946.36</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$470,311.21</td>
</tr>
<tr>
<td><strong>FUND 602 WASTE WATER TREATMENT PLANT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bauer Built</td>
<td>058654</td>
<td>12/31/2020</td>
<td>$148.00</td>
</tr>
<tr>
<td>Bomgaars</td>
<td>058656</td>
<td>12/31/2020</td>
<td>-$2.00</td>
</tr>
<tr>
<td>Bomgaars</td>
<td>058656</td>
<td>12/31/2020</td>
<td>$52.88</td>
</tr>
<tr>
<td>Centerpoint Energy</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$949.82</td>
</tr>
<tr>
<td>Fastenal Company</td>
<td>058667</td>
<td>12/31/2020</td>
<td>$137.73</td>
</tr>
<tr>
<td>Fastenal Company</td>
<td>058667</td>
<td>12/31/2020</td>
<td>$622.57</td>
</tr>
<tr>
<td>Grainger Inc.</td>
<td>058670</td>
<td>12/31/2020</td>
<td>$57.54</td>
</tr>
<tr>
<td>Grainger Inc.</td>
<td>058670</td>
<td>12/31/2020</td>
<td>$80.36</td>
</tr>
<tr>
<td>Min Valley Laboratories Inc.</td>
<td>058680</td>
<td>12/31/2020</td>
<td>$145.25</td>
</tr>
<tr>
<td>Min Valley Laboratories Inc.</td>
<td>058680</td>
<td>12/31/2020</td>
<td>$106.10</td>
</tr>
<tr>
<td>Min Valley Laboratories Inc.</td>
<td>058680</td>
<td>12/31/2020</td>
<td>$58.10</td>
</tr>
<tr>
<td>Min Valley Laboratories Inc.</td>
<td>058680</td>
<td>12/31/2020</td>
<td>$118.70</td>
</tr>
<tr>
<td>North Central Laboratories</td>
<td>058683</td>
<td>12/31/2020</td>
<td>$1,514.30</td>
</tr>
<tr>
<td>North Central Laboratories</td>
<td>058683</td>
<td>12/31/2020</td>
<td>$226.28</td>
</tr>
<tr>
<td>Northern Balance &amp; Scale</td>
<td>058684</td>
<td>12/31/2020</td>
<td>$181.00</td>
</tr>
<tr>
<td>Ulame</td>
<td>058697</td>
<td>12/31/2020</td>
<td>$54.99</td>
</tr>
<tr>
<td>Viking Industrial Center</td>
<td>058699</td>
<td>12/31/2020</td>
<td>$216.14</td>
</tr>
<tr>
<td>Wells Fargo Elite Card Payment</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$170.00</td>
</tr>
<tr>
<td>Wex Bank</td>
<td>058703</td>
<td>12/31/2020</td>
<td>$86.80</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$2,781.16</td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------</td>
<td>---------------</td>
<td>--------------</td>
</tr>
<tr>
<td>A H HERMEL CANDY CO.</td>
<td>058652</td>
<td>12/31/2020</td>
<td>$60.63</td>
</tr>
<tr>
<td>A H HERMEL CANDY CO.</td>
<td>058652</td>
<td>12/31/2020</td>
<td>$847.51</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>$122.75</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>$94.00</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$19.15</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>$2,902.65</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$165.00</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$169.70</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$165.00</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$44.00</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$53.00</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$190.88</td>
</tr>
<tr>
<td>JOHNSON BROTHERS LIQUOR</td>
<td>058675</td>
<td>12/31/2020</td>
<td>$290.95</td>
</tr>
<tr>
<td>JOHNSON BROTHERS LIQUOR</td>
<td>058675</td>
<td>12/31/2020</td>
<td>$21.00</td>
</tr>
<tr>
<td>JOHNSON BROTHERS LIQUOR</td>
<td>058675</td>
<td>12/31/2020</td>
<td>$12,357.07</td>
</tr>
<tr>
<td>JOHNSON BROTHERS LIQUOR</td>
<td>058675</td>
<td>12/31/2020</td>
<td>$319.15</td>
</tr>
<tr>
<td>LOCHER BROTHERS, INC</td>
<td>058677</td>
<td>12/31/2020</td>
<td>$2,865.80</td>
</tr>
<tr>
<td>LOCHER BROTHERS, INC</td>
<td>058677</td>
<td>12/31/2020</td>
<td>$116.60</td>
</tr>
<tr>
<td>LOCHER BROTHERS, INC</td>
<td>058677</td>
<td>12/31/2020</td>
<td>$8,626.35</td>
</tr>
<tr>
<td>LOCHER BROTHERS, INC</td>
<td>058677</td>
<td>12/31/2020</td>
<td>$126.70</td>
</tr>
<tr>
<td>PAUSTIS WINE COMPANY</td>
<td>058686</td>
<td>12/31/2020</td>
<td>$715.20</td>
</tr>
<tr>
<td>PEPSI-COLA OF MANKATO INC.</td>
<td>058687</td>
<td>12/31/2020</td>
<td>$195.91</td>
</tr>
<tr>
<td>RED BULL DISTRIBUTION CO,INC.</td>
<td>058689</td>
<td>12/31/2020</td>
<td>$180.00</td>
</tr>
<tr>
<td>SOUTHERN GLAZERS WINE &amp; SPIRIT</td>
<td>058692</td>
<td>12/31/2020</td>
<td>$138.00</td>
</tr>
<tr>
<td>SOUTHERN GLAZERS WINE &amp; SPIRIT</td>
<td>058692</td>
<td>12/31/2020</td>
<td>$1,136.25</td>
</tr>
<tr>
<td>SOUTHERN GLAZERS WINE &amp; SPIRIT</td>
<td>058692</td>
<td>12/31/2020</td>
<td>$210.00</td>
</tr>
<tr>
<td>SOUTHERN GLAZERS WINE &amp; SPIRIT</td>
<td>058692</td>
<td>12/31/2020</td>
<td>$6,637.06</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>-$319.84</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>$39.20</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>$30.75</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>-$531.64</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>$76.80</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>$6,356.90</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>$60.90</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>$58.25</td>
</tr>
<tr>
<td>TOW DISTRIBUTING</td>
<td>058695</td>
<td>12/31/2020</td>
<td>$10,058.95</td>
</tr>
<tr>
<td>VINOCOPIA, INC.</td>
<td>058700</td>
<td>12/31/2020</td>
<td>$120.00</td>
</tr>
<tr>
<td>VINOCOPIA, INC.</td>
<td>058700</td>
<td>12/31/2020</td>
<td>$949.00</td>
</tr>
<tr>
<td>A H HERMEL CANDY CO.</td>
<td>058652</td>
<td>12/31/2020</td>
<td>$91.16</td>
</tr>
<tr>
<td>A H HERMEL CANDY CO.</td>
<td>058652</td>
<td>12/31/2020</td>
<td>$6.95</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$1.85</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>$9.25</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$1.85</td>
</tr>
<tr>
<td>Company</td>
<td>Code</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------</td>
<td>---------------</td>
<td>-----------</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$3.70</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>$12.95</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>$37.92</td>
</tr>
<tr>
<td>BREAKTHRU BEVERAGE</td>
<td>058657</td>
<td>12/31/2020</td>
<td>-$1.85</td>
</tr>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$257.40</td>
</tr>
<tr>
<td>ECR SOFTWARE CORPORATION</td>
<td>058661</td>
<td>12/31/2020</td>
<td>$306.25</td>
</tr>
<tr>
<td>JOHNSON BROTHERS LIQUOR</td>
<td>058675</td>
<td>12/31/2020</td>
<td>$387.48</td>
</tr>
<tr>
<td>PAUSTIS WINE COMPANY</td>
<td>058686</td>
<td>12/31/2020</td>
<td>$8.75</td>
</tr>
<tr>
<td>SOUTHERN GLAZERS WINE &amp; SPIRIT</td>
<td>058692</td>
<td>12/31/2020</td>
<td>$17.76</td>
</tr>
<tr>
<td>SOUTHERN GLAZERS WINE &amp; SPIRIT</td>
<td>058692</td>
<td>12/31/2020</td>
<td>$5.40</td>
</tr>
<tr>
<td>SOUTHERN GLAZERS WINE &amp; SPIRIT</td>
<td>058692</td>
<td>12/31/2020</td>
<td>$134.10</td>
</tr>
<tr>
<td>SOUTHERN GLAZERS WINE &amp; SPIRIT</td>
<td>058692</td>
<td>12/31/2020</td>
<td>$9.00</td>
</tr>
<tr>
<td>VINOCORIA, INC.</td>
<td>058700</td>
<td>12/31/2020</td>
<td>$19.50</td>
</tr>
<tr>
<td>BE CHAMBER OF COMMERCE</td>
<td>058705</td>
<td>1/4/2021</td>
<td>$400.00</td>
</tr>
<tr>
<td>ECR SOFTWARE CORPORATION</td>
<td>058707</td>
<td>1/4/2021</td>
<td>$2,171.40</td>
</tr>
</tbody>
</table>

**TOTAL** $65,188.28

---

<table>
<thead>
<tr>
<th>Company</th>
<th>Code</th>
<th>Date</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CENTERPOINT ENERGY</td>
<td>058659</td>
<td>12/31/2020</td>
<td>$400.02</td>
<td>FITNESS CNTR MONTHLY NATURAL GAS</td>
</tr>
<tr>
<td>STACY HAASE PHOTOGRAPHY</td>
<td>058693</td>
<td>12/31/2020</td>
<td>$325.00</td>
<td>FITNESS CNTR PHOTO SESSION &amp; VINYL POSTER</td>
</tr>
<tr>
<td>WAL-MART</td>
<td>058701</td>
<td>12/31/2020</td>
<td>$35.81</td>
<td>FITNESS CNTR SUPPLIES</td>
</tr>
<tr>
<td>WELLS FARGO ELITE CARD PAYMENT</td>
<td>058702</td>
<td>12/31/2020</td>
<td>$144.94</td>
<td>FITNESS CNTR WALL STORAGE RACKS</td>
</tr>
</tbody>
</table>

**TOTAL** $905.77
<table>
<thead>
<tr>
<th>NAME</th>
<th>GROSS</th>
<th>NET</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANDERSON, STEVE</td>
<td>3,268.55</td>
<td>2,473.57</td>
</tr>
<tr>
<td>ANKENY, BONNIE L.</td>
<td>1,764.13</td>
<td>1,319.41</td>
</tr>
<tr>
<td>AURINGER, JONATHAN D.</td>
<td>210.60</td>
<td>180.80</td>
</tr>
<tr>
<td>BELASKI, AMBER M.</td>
<td>1,259.20</td>
<td>960.38</td>
</tr>
<tr>
<td>BELL, BODEY G.</td>
<td>1,848.71</td>
<td>1,300.82</td>
</tr>
<tr>
<td>BELL, WESLEY H.</td>
<td>2,410.84</td>
<td>1,676.51</td>
</tr>
<tr>
<td>BERG, LAWRENCE W.</td>
<td>170.00</td>
<td>156.99</td>
</tr>
<tr>
<td>BETTIN, DARREN J.</td>
<td>2,470.16</td>
<td>1,915.30</td>
</tr>
<tr>
<td>BLEESS, ASHLEY G.</td>
<td>820.50</td>
<td>699.43</td>
</tr>
<tr>
<td>BLEESS, NICHOLAS D.</td>
<td>919.00</td>
<td>767.87</td>
</tr>
<tr>
<td>BLEESS, NICHOLAS JR.</td>
<td>709.00</td>
<td>613.46</td>
</tr>
<tr>
<td>BONIN, CHAD R.</td>
<td>440.50</td>
<td>406.80</td>
</tr>
<tr>
<td>BROWN, JARED M.</td>
<td>1,769.43</td>
<td>1,253.53</td>
</tr>
<tr>
<td>BROWN, STEPHEN E.</td>
<td>637.50</td>
<td>558.53</td>
</tr>
<tr>
<td>CROFTON, JOSHUA A.</td>
<td>2,405.88</td>
<td>1,806.82</td>
</tr>
<tr>
<td>DAVIS, ROGER J.</td>
<td>1,053.50</td>
<td>876.84</td>
</tr>
<tr>
<td>DAVIS, TAMMY</td>
<td>2,063.44</td>
<td>1,480.89</td>
</tr>
<tr>
<td>DIKKEN, JACOB C.</td>
<td>434.00</td>
<td>355.78</td>
</tr>
<tr>
<td>ECKHARDT, CORINNE A.</td>
<td>257.25</td>
<td>200.85</td>
</tr>
<tr>
<td>ECKLES, JEFFREY L.</td>
<td>1,058.00</td>
<td>977.06</td>
</tr>
<tr>
<td>FELION, MELISSA K.</td>
<td>2,347.20</td>
<td>1,650.91</td>
</tr>
<tr>
<td>FLETCHER, THOMAS W.</td>
<td>3,168.00</td>
<td>2,199.50</td>
</tr>
<tr>
<td>GAYDON, EVA C.</td>
<td>2,621.19</td>
<td>1,804.44</td>
</tr>
<tr>
<td>GREENSIDE, DEVIN R.</td>
<td>1,406.53</td>
<td>1,063.64</td>
</tr>
<tr>
<td>GREENSIDE, DEVIN R.</td>
<td>449.00</td>
<td>398.16</td>
</tr>
<tr>
<td>GROE, SEAN A.</td>
<td>422.50</td>
<td>390.17</td>
</tr>
<tr>
<td>HALL, MICHELLE J.</td>
<td>1,948.01</td>
<td>1,394.49</td>
</tr>
<tr>
<td>HALVORSON, MOLLY A.</td>
<td>357.06</td>
<td>306.53</td>
</tr>
<tr>
<td>HANEVK, BRADY M.</td>
<td>575.50</td>
<td>488.82</td>
</tr>
<tr>
<td>HAUGH, THAREN R.</td>
<td>2,911.77</td>
<td>2,165.98</td>
</tr>
<tr>
<td>HEENAN, MARK W.</td>
<td>2,085.13</td>
<td>1,542.22</td>
</tr>
<tr>
<td>HOLLAND, JAMISON R.</td>
<td>3,261.14</td>
<td>2,463.08</td>
</tr>
<tr>
<td>JAHKE, LINDA J.</td>
<td>1,629.00</td>
<td>1,225.33</td>
</tr>
<tr>
<td>KENNEDY, MARY E.</td>
<td>2,962.96</td>
<td>2,057.81</td>
</tr>
<tr>
<td>MATHEWS, CHRISTOPHER D.</td>
<td>447.50</td>
<td>366.18</td>
</tr>
<tr>
<td>MENSING, MARK S.</td>
<td>1,013.00</td>
<td>847.65</td>
</tr>
<tr>
<td>MEYERS, KIM</td>
<td>497.50</td>
<td>450.73</td>
</tr>
<tr>
<td>MILBRANDT, RYAN W.</td>
<td>535.00</td>
<td>432.98</td>
</tr>
<tr>
<td>MITTELSTADT, MARCUS I.</td>
<td>202.00</td>
<td>186.55</td>
</tr>
<tr>
<td>MYERS, ERIKA M.</td>
<td>119.02</td>
<td>102.17</td>
</tr>
<tr>
<td>NOWAK, JEFFERY M.</td>
<td>414.00</td>
<td>382.33</td>
</tr>
<tr>
<td>NUSSMEIER, JOSHUA R.</td>
<td>685.00</td>
<td>597.21</td>
</tr>
<tr>
<td>OLSON, DAVID L.</td>
<td>2,183.87</td>
<td>1,452.57</td>
</tr>
<tr>
<td>PAUKERT, JORDAN R.</td>
<td>2,174.59</td>
<td>1,546.62</td>
</tr>
<tr>
<td>PAUSEWANG, BARBARA A.</td>
<td>159.89</td>
<td>135.92</td>
</tr>
<tr>
<td>PYTLESKI, LOGAN B.</td>
<td>377.50</td>
<td>312.28</td>
</tr>
<tr>
<td>REDEPENNING, DAVID A.</td>
<td>459.00</td>
<td>375.02</td>
</tr>
<tr>
<td>RISTAU, DANIEL C.</td>
<td>591.00</td>
<td>500.75</td>
</tr>
<tr>
<td>ROGENKAMP, ECHO M.</td>
<td>1,925.61</td>
<td>1,345.55</td>
</tr>
<tr>
<td>ROSENAU, BILL</td>
<td>508.50</td>
<td>459.19</td>
</tr>
<tr>
<td>SANDERS, CRYSTAL J.</td>
<td>43.28</td>
<td>17.90</td>
</tr>
<tr>
<td>SKAARE, KEVIN</td>
<td>2,367.42</td>
<td>1,734.93</td>
</tr>
<tr>
<td>SONNICKSEN, STEVE D.</td>
<td>1,931.67</td>
<td>1,463.26</td>
</tr>
<tr>
<td>SPEAR, BROOKE N.</td>
<td>112.20</td>
<td>96.32</td>
</tr>
<tr>
<td>SPELLMAN, KEN W.</td>
<td>1,259.20</td>
<td>917.85</td>
</tr>
<tr>
<td>STEVERMER, MICHAEL</td>
<td>105.30</td>
<td>91.34</td>
</tr>
<tr>
<td>SURVIS, COREY B.</td>
<td>804.00</td>
<td>742.49</td>
</tr>
<tr>
<td>TEACHOUT, MASON S.</td>
<td>196.50</td>
<td>172.91</td>
</tr>
<tr>
<td>TVEDTEN, ZACHARY J.</td>
<td>820.50</td>
<td>674.29</td>
</tr>
<tr>
<td>VEREIDE, RYAN L.</td>
<td>809.50</td>
<td>715.04</td>
</tr>
<tr>
<td>WELLS, CRAIG</td>
<td>93.60</td>
<td>76.81</td>
</tr>
<tr>
<td>WILLNER, ANDREW M.</td>
<td>938.00</td>
<td>735.23</td>
</tr>
<tr>
<td>WIRKUS, JAMES J.</td>
<td>1,101.00</td>
<td>857.49</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>74,991.33</td>
<td>56,928.28</td>
</tr>
</tbody>
</table>
TO: Mayor and City Council  
FROM: Mary Kennedy, City Administrator  
SUBJECT: Administrator’s Report  
DATE: 04 January 2021

BLUE EARTH POLICE DEPARTMENT

- Habitual Barking, Running at Large – Chief Fletcher believes that the increase in fees has proven effective for these calls, as they are seeing less. The only months this year that was not the case was March and April when there was an increase in residents at home due to the Stay at Home Order.

OFFICE STAFF

- Rayne Hanevik joined the team at City Hall on 12/28 and spent week one shadowing each member of the office staff, and diligently training with Bonnie in the office specialist position. Rayne is catching on quick and will be a great addition to the front office, and is looking forward to fully learning her role in the coming weeks and months. Be sure to stop in and say hello to Rayne. Bonnie’s last day of employment is 1/22/21.

DEPARTMENT OF EMPLOYEMENT & ECONOMIC DEVELOPMENT UPDATE

- This new legislation, recently passed by Congress, may impact the unemployment benefits for Minnesotans. Effective Dec. 27, 2020, the legislation will provide: 11 more weeks of benefits under the Pandemic Emergency Unemployment Compensation (PEUC) program, 11 more weeks of benefits under the Pandemic Unemployment Assistance (PUA) program, A $300 per week supplemental payment to anyone receiving unemployment benefits from any program, A new program called Mixed Earner Unemployment Compensation (MEUC), which provides a $100 per week supplemental payment for certain self-employed people/independent contractors who are collecting regular unemployment benefits.

- DEED expects to start making payments for all three programs during the week of Jan. 3, 2021, when the week of Dec. 27, 2020 first becomes requestable. However, we need to receive official administrative guidance and funding from the U.S. Department of Labor before we can make any payments.

MEETINGS AND EVENTS ATTENDED

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Meeting with Center for Specialty Care</td>
</tr>
<tr>
<td>28</td>
<td>Meeting with MBG Property Management</td>
</tr>
<tr>
<td>29</td>
<td>Meeting with Ron R, KBEW</td>
</tr>
<tr>
<td>30</td>
<td>Meeting with Lori Nauman, FCR</td>
</tr>
<tr>
<td>31</td>
<td>Meeting with Tim Stoner, BELW</td>
</tr>
</tbody>
</table>
