

## KASSON CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, September 8, 2021

6:00 PM

### PLEDGE OF ALLEGIANCE

#### 6:00 A. COUNCIL

1. Approve agenda - Make additions, deletions or corrections at this time.
2. Consent Agenda - All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.

a. Minutes from August 25, 2021

b. Claims processed after the August 25, 2021 regular meeting, as audited for payment

c. Evaluations:

i. Jason Peck Sergeant increase from Grade 13 Step 5 \$37.86 to Grade 13 Step 6 \$39.09 eff 8/29/21

ii. Jesse Kasel SRO Increase from Grade 12 Step 5 \$35.39 to Grade 12 Step 6 \$36.54 eff 8/29/21

d. Committee/Commission/Board Minutes:

i. EDA Minutes – April 2021

ii. EDA Minutes – May 2021

iii. EDA Minutes – June 2021

iv. EDA Minutes – July 2021

v. Park Board Minutes – August 2021 DRAFT

#### B. VISITORS TO THE COUNCIL

#### C. MAYOR'S REPORT

#### D. PUBLIC FORUM

- May not be used to continue discussion on an agenda item that already had been held as a public hearing.
- This section is limited to 15 minutes and each speaker is limited to 4 minutes.
- Speakers not heard will be first to present at the next Council meeting.
- Speakers will only be recognized once.
- Matters under negotiation, litigation or related to personnel will not be discussed.
- Questions posed by a speaker will generally be responded to in writing.
- Speakers will be required to state their name and their address for the record.

#### E. PUBLIC HEARING

#### F. COMMITTEE REPORT

#### G. OLD BUSINESS

1. Council Discussion 2022 Budget and Levy

i. General Fund Operating Budget Levy

a. Option A 2022 Preliminary General Fund Operating Budget Levy Breakdown

b. Option B 2022 Preliminary General Fund Operating Budget Levy Breakdown

- ii. Resolution Approving Preliminary 2021 tax Levy Collectible in 2022
  - a. Option A Resolution Approving Preliminary 2021 Tax Levy Collectible in 2022
  - b. Option B Resolution Approving Preliminary 2021 Tax Levy Collectible in 2022

**H. NEW BUSINESS**

**I. ADMINISTRATOR'S REPORT**

- 1. Proposal for Architectural Services for the Kasson Liquor Store

**J. ENGINEER'S REPORT**

**K. PERSONNEL**

- 1. Accept Resignation of Krista Weigel
- 2. Accept Resignation of Firefighter Brent Freerksen

**L. ATTORNEY**

- 1. Settlement Agreement and Release of All Claims – Heaser
- 2. Restatement of Encroachment Agreement Permitting Encroachment of Garage – Heaser
- 3. Settlement – State of MN Steven Kleiber Nelson Auto

**M. CORRESPONDENCE**

- 1. PD Aug stats
- 2. PD Thank you
- 3. I & I and Sump Pump Program through 8/31/21
- 4. Department Head Meeting Reports

**N. ADJOURN**

## KASSON CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, August 11, 2021

6:00 PM

Pursuant to due call and notice thereof, a regular City Council meeting was held at City Hall on the 25th day of August, 2021 at 6:00 PM.

**THE FOLLOWING MEMBERS WERE PRESENT:** Burton, Christensen, Eggler, Ferris and McKern

**THE FOLLOWING MEMBERS WERE ABSENT:** None

**THE FOLLOWING WERE ALSO PRESENT:** City Administrator Timothy Ibisch, City Clerk Linda Rappe, City Engineer Brandon Theobald, Police Chief Josh Hanson, City Attorney Melanie Leth, Finance Director Nancy Zaworski, Dave Dubbels, Tim O'Morro, Tanya Young and Dan Ziebell

### PLEDGE OF ALLIANCE

### APPROVE AGENDA

**Motion to Approve the Agenda as presented made by Councilperson Eggler, second by Councilperson Burton with All Voting Aye**

### CONSENT AGENDA

Minutes from August 11, 2021

Claims processed after the August 11, 2021 regular meeting, as audited for payment in the amount of \$594,400.83

### Conferences:

Paul Lindgren MN Crime Prevention Assoc. Conference	Oct 4-5	Mankato	\$225
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### Committee/Commission/Board Minutes:

Library Board - July

Park Board Minutes – July

Planning Commission Minutes – August – Draft

Resolution Accepting Donation for the Park and Rec Department

***Resolution #8.4-21***

***Resolution Accepting Donations to the Kasson Park and Recreation Department  
(on file)***

**Motion to Approve the Consent Agenda as presented made by Councilperson Burton, second by Councilperson Christensen with All Voting Aye.**

### VISITORS TO THE COUNCIL

**Tanya Young – American Legion Car Show on Main Street Closure Request** –They would like to block off a couple blocks of main street 2<sup>nd</sup> Ave to 3<sup>rd</sup> Ave, on Saturday, September 25 from Noon to 5PM. Mayor McKern wanted her to let the affected businesses on Main Street know when it will be closed. Mayor McKern stated to let the Police, Fire and Dodge County Sheriff know about this closure.

### MAYOR'S REPORT

Festival went well and he thought it was well attended.

**PUBLIC FORUM**  
**PUBLIC HEARING**  
**COMMITTEE REPORT**  
**OLD BUSINESS**

Budget Discussion – The Council had no comments. Mayor McKern had a couple of things with the arena budgeting for funding for the refrigeration; there is a possibility of getting it refurbished. Administrator Ibisch stated that there is an ice arena meeting next week and this will be discussed. Mayor McKern had a question regarding the Library has a huge increase in insurance. Finance Director Zaworski stated that a new person started this year. He would like to see the 11.6% come down in about 6% for a final number. Administrator Ibisch stated that insurance number will be in around October and we have increased in some areas and decreased in some departments. Councilperson Christensen stated that the Park Board is looking at an increase for lifeguards and pool employees.

**NEW BUSINESS**  
**ADMINISTRATOR'S REPORT**

**Administrator's Report** – Administrator Ibisch went through his submitted report.

Liquor store remodel project – Administrator Ibisch stated they are looking for volunteers to be part of a process to talk to an architect and have input. There is some expansion potential. This is will funded from liquor store funds. The building does need a facelift and a new roof.

**ENGINEER'S REPORT**

**Masten Creek Flood Mitigation** – Engineer Theobald gave a high level review of the report for the Masten Creek Flood Mitigation feasibility study and we have submitted a bonding bill. Engineer Theobald would like direction on moving forward with funding and permitting. **Motion to Proceed with Permitting Process and Funding made by Mayor McKern, second by Councilperson Ferris with All Voting Aye.**

**Hwy 57 Project Update** – MnDOT has a geometric layout. Engineer Theobald stated we are a year out on this due to covid and we are planning to start in spring of 2022. Mayor McKern asked about access to fairgrounds during fair time. Theobald stated they are working on doing this in three phases; First, from County 34 to the railroad tracks, then from 7<sup>th</sup> St to the north and then the middle part from the railroad tracks to 7<sup>th</sup> St. Theobald stated that it should be a February bidding for a May start. This will be a MnDOT project with us only having input. Councilperson Christensen asked about how many parking spots that we will lose. Theobald will look closer at that. Council also asked about the crosswalk signs. Theobald stated that the City is looking at replacing the wall by the parking lot. Next steps will be public engagement, finalize construction plans this fall and discussions regarding special assessments for sewer and water. Councilperson Christensen asked about teaching people to drive through roundabouts, Theobald stated the MnDOT website has some tutorials on how to drive through roundabouts. Councilperson Burton asked about 11<sup>th</sup> through 16<sup>th</sup> St, Theobald needs to circle back with MnDOT and see when they are closing the gaps on Hwy 57.

**PERSONNEL**

**Karlyn Brewington Resignation** - **Motion to Accept the Resignation made by Mayor McKern, second by Councilperson Egger with All Voting Aye.** The Council thanked her for her service.

**ATTORNEY**

Heaser Settlement – Attorney Leth stated that we have reached a tentative agreement with the Heaser's and at the next meeting the settlement agreement will be voted on.

Closed at 6:46PM

Opened at 7:23 - Mayor McKern stated that there was an update on union negotiations and on the Blaine's litigation.

**CORRESPONDENCE**

Correspondence was reviewed

**ADJOURN 7:25PM Motion to Adjourn made by Councilperson Egler, second by Councilperson Burton with all Voting Aye to Adjourn.**

**ATTEST:**

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Linda Rappe, City Clerk

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Chris McKern, Mayor

## SIGNATURE PAGE

THE ATTACHED LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED  
FOR PAYMENT.

THIS INCLUDES WARRANT NUMBERS:

#1 - #3

GRAND TOTAL SUBMITTED FOR PAYMENT \$ 260,642.66

DATE APPROVED: 09-08-2021

#1	\$ 75,891.99
#2	15,307.51
#3	169,443.14
	<u>\$ 260,642.66</u>

09/01/21  
14:55:44

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 8/21  
For Pay Date: 08/31/21

Page: 1 of 3  
Report ID: AP100V

#1

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 7/21) ****								
37372		4292 1 STOP REALTY INC	10,000.00					
	07/15/21	EARNEST MONEY-VAIL PROPERTY	10,000.00*			101 680 4111 510		1010
		Total for Vendor:	10,000.00					
37374	E	5691 FURTHER-FSA	133.17					
	39936118 08/17/21	FLEX REIMBURSEMENT	133.17			602 2177		1010
		Total for Vendor:	133.17					
37373		2289 SL CONTRACTING, INC	65,758.82					
	11844 07/08/21	CONNECTIONS TO LITTLES ADDN	65,758.82			101 311 4311 400		1010
		Total for Vendor:	65,758.82					
		# of Claims	3	Total:	75,891.99			
		Total Electronic Claims			133.17			
		Total Non-Electronic Claims			75758.82			

09/01/21  
14:55:46

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 8/21

Page: 2 of 3  
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$75,758.82
602 Sewer Fund	
1010 CASH-OPERATING	\$133.17
Total:	\$75,891.99



09/01/21  
14:55:46

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 8 / 21

Page: 3 of 3  
Report ID: AP100A

CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

APPROVED \_\_\_\_\_ Council Member

\_\_\_\_\_ Council Member

#2

09/01/21  
10:06:53

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 9/21  
For Pay Date: 09/01/21

Page: 1 of 4  
Report ID: AP100V

For Pay Date = 09/01/21

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
37326		2693 AFFORDABLE PORTABLES	1,991.81					
	17222 08/11/21	PORTABLES/SINKS-FESTIVAL	1,991.81*			877 100 4000	430	1010
		Total for Vendor:	1,991.81					
37316		4104 FARMERS TOP SOIL INC	301.21					
	9015 07/31/21	SCREENED TOPSOIL-STUMP GRINDIN	301.21			101 524 4524	430	1010
		Total for Vendor:	301.21					
37328		5678 FURTHER	91.05					
	15787304 08/05/21	AUGUST-PARTICIPANT FEES	91.05*			101 140 4140	440	1010
		Total for Vendor:	91.05					
37317		3825 JOHN DEERE FINANCIAL f.s.b.	182.05					
	B&WIK01829 07/26/21	HYD HOSE/FITTINGS-STMP GRN	182.05			101 524 4524	430	1010
		Total for Vendor:	182.05					
37318		6222 KM KOMETS DRAMA BOOSTERS	1,000.00					
	08/27/21	LIQUOR STORE SPONSORSHIP	1,000.00			609 976 4976	343	1010
		Total for Vendor:	1,000.00					
37319		F104 L & L STREET RODS & SPORT TRUCKS	5,918.80					
	3196 05/10/21	S&H-PARTS-'21 CHEV DURAMAX	126.37*			101 680 4220	550	1010
	3196 05/10/21	S&H-PARTS-'20 GRASS RIG	147.11*			101 680 4220	550	1010
	3196 05/10/21	LATE FEES	12.49			101 220 4220	430	1010
	3253 08/06/21	INSTALL EQUIP-'21 CHEV	5,549.59*			101 680 4220	550	1010
	3253 08/06/21	LATE FEES	83.24			101 220 4220	430	1010
		Total for Vendor:	5,918.80					
37320		4358 REINHART FOODSERVICE LLC	441.71					
	878477 08/13/21	K.A.C. CONCESSIONS	441.71*			101 514 4514	262	1010
		Total for Vendor:	441.71					
37321		6043 SANCO EQUIPMENT LLC	490.46					
	PS2008270- 07/09/21	PLANER BIT/LATCH	490.46			101 310 4310	220	1010
		Total for Vendor:	490.46					

09/01/21  
10:06:53

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 9/21  
For Pay Date: 09/01/21

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Report ID: AP100V

For Pay Date = 09/01/21

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
37322		2519 VRIEZE, BRYAN	1,225.00					
	489412	08/11/21 OPEN/CLOSE-L TULLY, CREM.	225.00			610 984 4984	444	1010
	489412	08/11/21 OPEN/CLOSE-K KRACHT, CREM	250.00			610 984 4984	444	1010
	489412	08/11/21 OPEN/CLOSE-D WITZEL, CREM	250.00			610 984 4984	444	1010
	489412	08/11/21 OPEN/CLOSE-J SWALLA, FULL	500.00			610 984 4984	444	1010
		Total for Vendor:	1,225.00					
37324		5818 WEX Bank	3,665.42					
	73541924	08/23/21 138.184 GAL UNLD-ELECTRIC	396.51			604 957 4957	212	1010
	73541924	08/23/21 80.623 GAL UNLD-PARKS	236.01			101 522 4522	212	1010
	73541924	08/23/21 732.76 GAL UNLD-P D	2,254.31*			101 210 4210	212	1010
	73541924	08/23/21 69.31 GAL UNLD-STREETS	204.53			101 310 4310	212	1010
	73541924	08/23/21 97.991 GAL UNLD-WATER	287.03*			601 943 4943	212	1010
	73541924	08/23/21 97.991 GAL UNLD-WW	287.03			602 948 4948	212	1010
		Total for Vendor:	3,665.42					
		# of Claims	10	Total:	15,307.51			

09/01/21  
10:06:55

CITY OF KASSON  
Fund Summary for Claims  
For the Accounting Period: 9/21

Page: 3 of 4  
Report ID: AP110

Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$10,120.13
601 Water Fund	
1010 CASH-OPERATING	\$287.03
602 Sewer Fund	
1010 CASH-OPERATING	\$287.03
604 Electric Fund	
1010 CASH-OPERATING	\$396.51
609 Liquor Fund	
1010 CASH-OPERATING	\$1,000.00
610 Maple Grove Cemetery	
1010 CASH-OPERATING	\$1,225.00
877 Festival in Park Fund	
1010 CASH-OPERATING	\$1,991.81
Total:	\$15,307.51

09/01/21  
10:06:55

CITY OF KASSON  
Claim Approval Signature Page  
For the Accounting Period: 9 / 21

Page: 4 of 4  
Report ID: AP100A

CITY OF KASSON  
401 5TH STREET SE .  
KASSON, MN 55944-2204

The claim batch dated see signature are approved for payment.

APPROVED

see signature Council Member  
see signature Council Member

09/03/21  
10:26:20

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 9/21  
For Pay Date: 09/09/21

Page: 1 of 16  
Report ID: AP100V

#3

For Pay Date = 09/09/21

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
37398		6157 ALLSTATE PETERBILT OF ROCHESTER	2,257.60					
	5003117299	07/27/21 DRIVE SHAFT CHECK-'16 TANK	2,257.60*			101 220 4220	400	1010
		Total for Vendor:	2,257.60					
37356		5049 ARTISAN BEER COMPANY	53.50					
	3492441	08/24/21 BEER	53.50			609 975 4975	252	1010
		Total for Vendor:	53.50					
37330		203 BAKER & TAYLOR INC	307.32					
	2036130941	08/10/21 BOOKS	64.93			211 550 4550	218	1010
	2036133145	08/10/21 BOOKS	73.12			211 550 4550	218	1010
	2036142773	08/17/21 BOOKS	28.15			211 550 4550	218	1010
	2036147599	08/18/21 BOOKS	141.12			211 550 4550	218	1010
		Total for Vendor:	307.32					
37357		1012 BELLBOY CORPORATION	1,569.56					
	90826400	08/19/21 LIQUOR	831.40			609 975 4975	251	1010
	90826400	08/19/21 WINE	80.00			609 975 4975	251	1010
	90826400	08/19/21 FREIGHT	14.00			609 975 4975	335	1010
	90827100	08/19/21 LIQUOR	207.00			609 975 4975	251	1010
	90827100	08/19/21 FREIGHT	2.00			609 975 4975	335	1010
	0103783200	08/19/21 CAN COOLERS	20.69			609 975 4975	254	1010
	90940300	08/26/21 LIQUOR	366.28			609 975 4975	251	1010
	90940300	08/26/21 FREIGHT	6.00			609 975 4975	335	1010
	0103831600	08/26/21 SHOT CUPS	19.19			609 975 4975	254	1010
	0103831600	08/26/21 STUFFED OLIVES	23.00*			609 975 4975	259	1010
		Total for Vendor:	1,569.56					
37382		4708 BOUND TREE MEDICAL LLC	325.86					
	84160578	08/09/21 MEDICAL SUPPLIES	302.32			101 220 4220	209	1010
	84164237	08/11/21 MEDICAL SUPPLIES	16.55			101 220 4220	209	1010
	84164238	08/11/21 MEDICAL SUPPLIES	6.99			101 220 4220	209	1010
		Total for Vendor:	325.86					

09/03/21  
10:26:20

CITY OF KASSON  
Claim Approval List  
For the Accounting Period: 9/21  
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For Pay Date = 09/09/21

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	FO #	Fund Org Acct	Object Proj	Cash Account
37331		2023 BRADFORD, CHARLES	224.99					
	08/29/21	SAFETY BOOT REIMBURSEMENT	224.99			604 957 4957	433	1010
		Total for Vendor:	224.99					
37358		5239 BREAKTHRU BEVERAGE MN WINE &	2,266.99					
	340690325	08/18/21 LIQUOR	1,496.96			609 975 4975	251	1010
	340690325	08/18/21 WINE	228.00			609 975 4975	251	1010
	340690325	08/18/21 FREIGHT	21.45			609 975 4975	335	1010
	340774473	08/25/21 LIQUOR	1,164.82			609 975 4975	251	1010
	340774473	08/25/21 MIXES	40.12			609 975 4975	254	1010
	340774473	08/25/21 FREIGHT	13.20			609 975 4975	335	1010
	2080236221	05/15/19 WINE CREDIT	-6.64			609 975 4975	251	1010
	2080269301	02/28/20 WINE CREDIT	-57.85			609 975 4975	251	1010
	2080278557	06/12/20 LIQUOR CREDIT	-60.35			609 975 4975	251	1010
	408633771	05/14/21 WINE CREDIT	-40.00			609 975 4975	251	1010
	408633771	05/14/21 FREIGHT CREDIT	-1.65			609 975 4975	335	1010
	408684508	06/02/21 BEER CREDIT	-24.55			609 975 4975	252	1010
	408733752	06/18/21 LIQUOR CREDIT	-179.00			609 975 4975	251	1010
	408733752	06/18/21 FREIGHT CREDIT	-1.65			609 975 4975	335	1010
	408756394	06/25/21 MIXES CREDIT	-34.13			609 975 4975	254	1010
	408756394	06/25/21 FREIGHT CREDIT	-1.65			609 975 4975	335	1010
	408777116	07/02/21 BEER CREDIT	-24.55			609 975 4975	252	1010
	408777117	07/02/21 LIQUOR CREDIT	-130.50			609 975 4975	251	1010
	408777117	07/02/21 WINE CREDIT	-104.00			609 975 4975	251	1010
	408777117	07/02/21 FREIGHT CREDIT	-3.30			609 975 4975	335	1010
	408791727	07/08/21 MIXES CREDIT	-26.09			609 975 4975	254	1010
	408791727	07/08/21 FREIGHT CREDIT	-1.65			609 975 4975	335	1010
		Total for Vendor:	2,266.99					
37369		6340 BRUNETTE, THOMAS	42.50					
	07/01/21	REFUND R4 SOLAR	42.50			604 957 3624		1010
		Total for Vendor:	42.50					

09/03/21  
10:26:20

CITY OF KASSON  
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Report ID: AP100V

For Pay Date = 09/09/21

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
37332		4151 CAPITAL ONE TRADE CREDIT	60.98					
	72145169	08/13/21 TOOL STABILIZER-X/E TRACK	10.99			101 522 4522 220		1010
	72145170	08/13/21 AMBER LED STROBE	49.99			101 522 4522 220		1010
		Total for Vendor:	60.98					
37359		6270 CHAOTIC GOOD BREWING	75.00					
	2153	08/18/21 BEER	75.00			609 975 4975 252		1010
		Total for Vendor:	75.00					
37333		5667 CINTAS	79.39					
	4093554681	08/20/21 MATS-L.S.	79.39*			609 979 4979 410		1010
		Total for Vendor:	79.39					
37383		248 DODGE CENTER AMBULANCE SERVICE	1,500.00					
	21-008	07/08/21 EMR COURSE (3)	1,500.00*			101 220 4220 330		1010
		Total for Vendor:	1,500.00					
37334		5156 DODGE COUNTY INDEPENDENT/DODGE	1,618.27					
	12528	08/19/21 ORD. 8.1-2021	270.27*			101 113 4113 353		1010
	12396	08/12/21 FESTIVAL ADS	1,348.00*			877 100 4000 430		1010
		Total for Vendor:	1,618.27					
37335		266 DODGE COUNTY RECORDER	92.00					
	08/16/21	RECORD MEADOWBROOKE II	46.00*			101 191 4191 430		1010
	08/16/21	RECORD MARTI RESOLUTION	46.00*			101 191 4191 430		1010
		Total for Vendor:	92.00					
37384		2618 FIRE SAFETY USA INC	549.00					
	150040	08/16/21 FIRE BOOTS	420.00			101 220 4220 214		1010
	150560	07/30/21 CHECK SIREN-ENG 1	129.00*			101 220 4220 400		1010
		Total for Vendor:	549.00					
37336		2462 HOISINGTON KOEGLER GROUP INC	4,645.00					
	019-041-21	08/21/21 PLANNING SERVICES-JULY	675.00*			101 191 4191 440		1010
	019-041-21	08/21/21 ZONING & SUBDIV CODE AMEND	712.50*			101 191 4191 440		1010
	019-041-21	08/21/21 P&Z MEETINGS	1,245.00*			101 191 4191 440		1010



09/03/21  
10:26:20

CITY OF KASSON  
Claim Approval List  
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Page: 4 of 16  
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For Pay Date = 09/09/21

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		019-041-21 08/21/21 MARTI CUP-3RD ST SE	622.50*			101 191 4191	440	1010
		019-041-21 08/21/21 VAIL & LIONS PARK PLANNING	557.50			101 522 4522	430	1010
		019-041-21 08/21/21 PROJ COORDINATION-PLAZA 57	832.50*			101 191 4191	440	1010
		Total for Vendor:	4,645.00					
37337		5064 HOMETOWN HAULERS LLC	1,148.00					
	105182	09/01/21 AUG. GARBAGE-C H	33.56			101 323 4323	430	1010
	105182	09/01/21 AUG. GARBAGE-LIBRARY	57.18			101 323 4323	430	1010
	105182	09/01/21 AUG. GARBAGE-WWTP	152.86*			602 947 4947	430	1010
	105182	09/01/21 AUG. GARBAGE-SHOP	192.77			101 323 4323	430	1010
	105182	09/01/21 AUG. GARBAGE-F D	76.43			101 323 4323	430	1010
	105182	09/01/21 AUG. GARBAGE-L S	53.21			101 323 4323	430	1010
	105182	09/01/21 AUG. GARBAGE-PARKS	444.46			101 323 4323	430	1010
	105182	09/01/21 AUG. GARBAGE-P D	33.39			101 323 4323	430	1010
	105182	09/01/21 AUG. GARBAGE-ARENA	104.14			606 516 4516	430	1010
		Total for Vendor:	1,148.00					
37338		3347 INSTITUTE OF MANAGEMENT	295.00					
	745	08/11/21 ZAWORSKI DUES-'21 TO '22	295.00			101 140 4140	334	1010
		Total for Vendor:	295.00					
37403		6258 JEREMY'S LAWN CARE	3,100.00					
	1229	09/02/21 MOWING 8/24 & 8/31	347.40*			605 963 4963	444	1010
	1229	09/02/21 MOWING 8/24 & 8/31	72.34*			601 943 4943	444	1010
	1229	09/02/21 MOWING 8/24 & 8/31	559.92*			602 947 4947	444	1010
	1229	09/02/21 MOWING 8/24 & 8/31	9.80			602 948 4948	444	1010
	1229	09/02/21 MOWING 8/24 & 8/31	322.88*			604 957 4957	444	1010
	1229	09/02/21 MOWING 8/24 & 8/31	1,238.36*			101 522 4522	444	1010
	1229	09/02/21 MOWING 8/24 & 8/31	385.82			610 984 4984	444	1010
	1229	09/02/21 MOWING 8/24 & 8/31	163.48			101 310 4310	444	1010
	1229	09/02/21 SALES TAX	22.20*			604 957 4957	444	1010
	1229	09/02/21 SALES TAX	-22.20			604 2025		1010
	1229	09/02/21 D C TRANSIT TAX	1.61*			604 957 4957	444	1010
	1229	09/02/21 D C TRANSIT TAX	-1.61			604 2026		1010
		Total for Vendor:	3,100.00					

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37360		25 JOHNSON BROTHERS LIQUOR CO	2,470.04					
	1873120	08/24/21 LIQUOR	2,010.34			609 975 4975	251	1010
	1873121	08/24/21 WINE	459.70			609 975 4975	251	1010
		Total for Vendor:	2,470.04					
37385		4427 KASSON LASER GRAPHICS	554.00					
	9155	06/22/21 43 LNG SLV/17 SHRT SLV SHIRTS	554.00			101 220 4220	214	1010
		Total for Vendor:	554.00					
37396		37 KMTELECOM	2,410.66					
	09/01/21	PHONES-P D	233.91			101 210 4210	321	1010
	09/01/21	PHONES-F D	191.80			101 220 4220	321	1010
	09/01/21	PHONES-C H	604.65			101 140 4140	321	1010
	09/01/21	CITY YELLOW PAGES AD	15.40			101 140 4140	343	1010
	09/01/21	PHONES-P&Z	22.55			101 191 4191	321	1010
	09/01/21	PHONES-EDA	22.56			290 650 4650	321	1010
	09/01/21	PHONES-K.A.C.	78.48			101 514 4514	321	1010
	09/01/21	PHONES-LIBRARY	149.54			211 550 4550	321	1010
	09/01/21	PHONES-WATER	109.43			601 944 4944	321	1010
	09/01/21	PHONES-WW	74.41			602 949 4949	321	1010
	09/01/21	PHONES-WWTP	131.93			602 947 4947	321	1010
	09/01/21	PHONES-PARK N REC	96.06			101 510 4510	321	1010
	09/01/21	PHONES-STREETS	39.46			101 310 4310	321	1010
	09/01/21	PHONES-SHOP	348.87			604 959 4959	321	1010
	09/01/21	PHONES-L S	166.43			609 976 4976	321	1010
	09/01/21	PHONES-ARENA	111.13			606 516 4516	321	1010
	09/01/21	ADVERTISING-ARENA	14.05			606 516 4516	343	1010
		Total for Vendor:	2,410.66					
37401		47 MC NEILUS STEEL INC	100.50					
	01700888	07/14/21 3/4" BLK PIPE	37.50			601 943 4943	220	1010
	01706131	07/27/21 1" BLK PIPE	63.00			602 948 4948	220	1010
		Total for Vendor:	100.50					

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37399		3487 MCFOA-REGION VI	20.00					
	09/03/21	RAPPE-REGION MTG	20.00			101 140 4140	333	1010
		Total for Vendor:	20.00					
37339		89 METRO SALES INC	119.77					
	INV1876224 08/23/21	QTRLY MAINT-B&W 8/25-11/24	84.00			211 550 4550	370	1010
	INV1876224 08/23/21	QTRLY MAINT-CLR 8/25-11/24	35.77			211 550 4550	370	1010
		Total for Vendor:	119.77					
37362		4613 MILLNER HERITAGE VINEYARD &	105.00					
	3676 08/26/21	WINE	105.00			609 975 4975	251	1010
		Total for Vendor:	105.00					
37340		299 MISSISSIPPI WELDERS SUPPLY CO	21.39					
	3584874 08/18/21	TIP CONTACT/LRG CAP JAW	3.05			101 310 4310	210	1010
	3584874 08/18/21	TIP CONTACT/LRG CAP JAW	3.05			101 312 4312	210	1010
	3584874 08/18/21	TIP CONTACT/LRG CAP JAW	3.05			101 517 4517	210	1010
	3584874 08/18/21	TIP CONTACT/LRG CAP JAW	3.06			601 943 4943	210	1010
	3584874 08/18/21	TIP CONTACT/LRG CAP JAW	3.06			602 948 4948	210	1010
	3584874 08/18/21	TIP CONTACT/LRG CAP JAW	3.06			604 957 4957	210	1010
	3584874 08/18/21	TIP CONTACT/LRG CAP JAW	3.06			605 963 4963	210	1010
	3584874 08/18/21	SALES TAX	0.21			604 957 4957	210	1010
	3584874 08/18/21	SALES TAX	-0.21			604 2025		1010
	3584874 08/18/21	D C TRANSIT TAX	0.02			604 957 4957	210	1010
	3584874 08/18/21	D C TRANSIT TAX	-0.02			604 2026		1010
		Total for Vendor:	21.39					
37370		6341 MITCHELL, ELLA	42.50					
	07/01/21	REFUND R4 SOLAR	42.50			604 957 3624		1010
		Total for Vendor:	42.50					
37341		5163 MN DARE OFFICERS ASSOCIATION	175.00					
	#14 08/19/21	KASEL-'21 CONFERENCE FEE	175.00			101 210 4210	333	1010
		Total for Vendor:	175.00					

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37386		143 MN DEPT OF LABOR & INDUSTRY	20.00					
	ABR0260927	07/31/21 PRESSURE VESSEL REGISTR	20.00			101 220 4220 444		1010
		Total for Vendor:	20.00					
37380		55 MN ENERGY RESOURCES CORP	3,614.81					
	08/25/21	NAT GAS-K.A.C.	2,602.64			101 514 4514 380		1010
	08/27/21	NAT GAS-L.S.	22.01			609 979 4979 380		1010
	08/27/21	NAT GAS-RENTAL (OLD LIBRARY)	32.39			101 1151		1010
	08/27/21	SALES TAX	2.23			101 1151		1010
	08/27/21	SALES TAX	-2.23			101 2025		1010
	08/27/21	D C TRANSIT TAX	0.16			101 1151		1010
	08/27/21	D C TRANSIT TAX	-0.16			101 2026		1010
	08/25/21	NAT GAS-C H	51.76			101 194 4194 380		1010
	08/26/21	NAT GAS-P D	52.82			101 210 4210 380		1010
	08/26/21	NAT GAS-F D	52.80			101 220 4220 380		1010
	08/26/21	NAT GAS-F D	48.27			101 220 4220 380		1010
	08/27/21	NAT GAS-PARK MAINT SHED	47.50			101 522 4522 380		1010
	08/25/21	NAT GAS-P.W.B. 1/2	25.46			101 310 4310 380		1010
	08/25/21	NAT GAS-P.W.B. 1/2	25.46			604 957 4957 380		1010
	08/25/21	SALES TAX	1.75			604 957 4957 380		1010
	08/25/21	SALES TAX	-1.75			604 2025		1010
	08/25/21	D C TRANSIT TAX	0.13			604 957 4957 380		1010
	08/25/21	D C TRANSIT TAX	-0.13			604 2026		1010
	08/27/21	NAT GAS-LIBRARY	47.50			211 550 4550 380		1010
	08/30/21	NAT GAS-D C ICE ARENA	546.71			606 516 4516 380		1010
	08/30/21	NAT GAS-WWTP	59.49			602 947 4947 380		1010
		Total for Vendor:	3,614.81					
37387		5659 MSFCA	1,850.00					
	21ConfReg	08/31/21 CONFERENCE REGISTR (5)	1,025.00			101 220 4220 333		1010
	21ConfReg	08/31/21 CONFERENCE TRAINING (5)	825.00*			101 220 4220 330		1010
		Total for Vendor:	1,850.00					

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37363		60 NORTHERN BEVERAGE DIST. CO. LL	12,323.95					
	831081	08/19/21 BEER	6,572.20			609 975 4975	252	1010
	831081	08/19/21 FREIGHT	2.00			609 975 4975	335	1010
	834097	08/26/21 BEER	5,747.75			609 975 4975	252	1010
	834097	08/26/21 FREIGHT	2.00			609 975 4975	335	1010
		Total for Vendor:	12,323.95					
37342		5088 OFFICE DEPOT INC	274.78					
	1876965690	08/21/21 DESK PAD	1.80			606 516 4516	210	1010
	1876965690	08/21/21 DESK PAD/WALL CAL./APPT. B	57.09			101 140 4140	210	1010
	1876965690	08/21/21 DESK PAD/WALL CALENDARS	64.69			604 959 4959	210	1010
	1876965690	08/21/21 DESK PAD/WALL CALENDARS	20.96			101 310 4310	210	1010
	1876965690	08/21/21 DESK PAD/WALL CAL./APPT. B	40.88			101 510 4510	210	1010
	1876965690	08/21/21 DESK PAD/WALL CALENDARS	20.96			601 944 4944	210	1010
	1876965690	08/21/21 DESK PAD/WALL CALENDARS	20.96			602 949 4949	210	1010
	1876965690	08/21/21 MO. PLANNER/DESK CALENDAR	38.52			211 550 4550	210	1010
	1876965690	08/21/21 WEEKLY PLANNER	8.92*			101 220 4220	210	1010
	1876965690	08/21/21 SALES TAX	4.45			604 959 4959	210	1010
	1876965690	08/21/21 SALES TAX	-4.45			604 2025		1010
	1876965690	08/21/21 D C TRANSIT TAX	0.32			604 959 4959	210	1010
	1876965690	08/21/21 D C TRANSIT TAX	-0.32			604 2026		1010
		Total for Vendor:	274.78					
37391		983 OLMSTED MEDICAL CENTER	74.00					
	08/25/21	2 DRUG TESTS	74.00			604 957 4957	433	1010
		Total for Vendor:	74.00					
37343		3491 OLYMPIC FIRE PROTECTION CORP	290.00					
	69053	08/18/21 ANN'L SPKLR SYST INSPECT	29.17			101 310 4310	400	1010
	69053	08/18/21 ANN'L SPKLR SYST INSPECT	29.17*			101 510 4510	400	1010
	69053	08/18/21 ANN'L SPKLR SYST INSPECT	29.17			601 943 4943	400	1010
	69053	08/18/21 ANN'L SPKLR SYST INSPECT	29.17			602 948 4948	400	1010
	69053	08/18/21 ANN'L SPKLR SYST INSPECT	29.17			604 957 4957	400	1010
	69053	08/18/21 ANN'L SPKLR SYST INSPECT	29.15			605 963 4963	400	1010
	69053	08/18/21 ANN'L BACKFLOW PREVENT INSPECT	19.15			101 310 4310	400	1010
	69053	08/18/21 ANN'L BACKFLOW PREVENT INSPECT	19.17*			101 510 4510	400	1010

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	69053	08/18/21 ANN'L BACKFLOW PREVENT INSPECT	19.17			601 943 4943	400	1010
	69053	08/18/21 ANN'L BACKFLOW PREVENT INSPECT	19.17			602 948 4948	400	1010
	69053	08/18/21 ANN'L BACKFLOW PREVENT INSPECT	19.17			604 957 4957	400	1010
	69053	08/18/21 ANN'L BACKFLOW PREVENT INSPECT	19.17			605 963 4963	400	1010
	69053	08/18/21 SALES TAX	3.32			604 957 4957	400	1010
	69053	08/18/21 SALES TAX	-3.32			604 2025		1010
	69053	08/18/21 D C TRANSIT TAX	0.24			604 957 4957	400	1010
	69053	08/18/21 D C TRANSIT TAX	-0.24			604 2026		1010
		Total for Vendor:	290.00					
37344		502 ON-SITE COMPUTERS INC	27.50					
	CW75160	08/24/21 ADMIN ASSIST-PASSWORD RESET	27.50			101 192 4192	400	1010
		Total for Vendor:	27.50					
37364		2876 PAUSTIS WINE COMPANY	372.25					
	136941	08/18/21 WINE	367.00			609 975 4975	251	1010
	136941	08/18/21 FREIGHT	5.25			609 975 4975	335	1010
		Total for Vendor:	372.25					
37345		58 PETTY CASH - CLERKS OFFICE	36.14					
	08/30/21	POSTAGE-WATER SAMPLES TO MDH	21.90			601 944 4944	325	1010
	08/30/21	POSTAGE-MN PFA MAILING	7.95			602 1650		1010
	08/30/21	SEAL FOR CEMENT MIXER	6.29			101 522 4522	220	1010
		Total for Vendor:	36.14					
37365		23 PHILLIPS WINE & SPIRITS	6,133.49					
	6255453	08/17/21 LIQUOR	2,185.65			609 975 4975	251	1010
	6255454	08/17/21 WINE	420.50			609 975 4975	251	1010
	6255455	08/17/21 NA WINE	216.00*			609 975 4975	259	1010
	6259214	08/24/21 LIQUOR	3,203.34			609 975 4975	251	1010
	6259215	08/24/21 WINE	64.00			609 975 4975	251	1010
	6259216	08/24/21 MIXES	44.00			609 975 4975	254	1010
		Total for Vendor:	6,133.49					

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37392		3936 POMP'S TIRE SERVICE INC	218.32					
	230107285	09/01/21 REPAIRS TO F350	218.32			604 957 4957	220	1010
	230107285	09/01/21 SALES TAX	15.01			604 957 4957	220	1010
	230107285	09/01/21 SALES TAX	-15.01			604 2025		1010
	230107285	09/01/21 D C TRANSIT TAX	1.09			604 957 4957	220	1010
	230107285	09/01/21 D C TRANSIT TAX	-1.09			604 2026		1010
		Total for Vendor:	218.32					
37346		4037 PREFERRED HEATING & COOLING LLC	1,453.36					
	4677	08/16/21 RPR REFRIG LEAKS @ WWTP	1,453.36			602 947 4947	400	1010
		Total for Vendor:	1,453.36					
37347		780 RAPPE, LINDA	39.96					
	08/23/21	PAPER TOWELS-SAMS	18.36			101 140 4140	220	1010
	08/23/21	T PAPER-SAMS	21.60			101 140 4140	210	1010
		Total for Vendor:	39.96					
37376		2621 ROCHESTER DRAIN RITE INC	295.00					
	0865N	08/18/21 CLEANED MAIN SEWER LINE TO P D	295.00			101 210 4210	400	1010
		Total for Vendor:	295.00					
37393		488 RONCO ENGINEERING SALES CO INC	74.22					
	3258701	09/01/21 TAMP HOSES	74.22			604 957 4957	240	1010
	3258701	09/01/21 SALES TAX	5.10			604 957 4957	240	1010
	3258701	09/01/21 SALES TAX	-5.10			604 2025		1010
	3258701	09/01/21 D C TRANSIT TAX	0.37			604 957 4957	240	1010
	3258701	09/01/21 D C TRANSIT TAX	-0.37			604 2026		1010
		Total for Vendor:	74.22					
37366		63 SCHOTT DIST CO INC	18,067.28					
	434989	08/19/21 BEER	11,313.85			609 975 4975	252	1010
	434989	08/19/21 NA BEVERAGE	320.10			609 975 4975	254	1010
	434989	08/19/21 WINE	70.00			609 975 4975	251	1010
	435873	08/26/21 BEER	6,246.23			609 975 4975	252	1010
	435873	08/26/21 NA BEVERAGE	117.10			609 975 4975	254	1010
		Total for Vendor:	18,067.28					

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37388		4663 SE MINNESOTA EMS	25.00					
	12712	08/17/21 5 FR RUN REPORTS	25.00*			101 220 4220	210	1010
		Total for Vendor:	25.00					
37400		64 SELCO	5.50					
	049226	08/31/21 PATRON CARDS-STRIPES	5.50			211 550 4550	210	1010
		Total for Vendor:	5.50					
37348		5708 STAPLES BUSINESS CREDIT	706.61					
	7337377466	08/17/21 COPY PAPER	18.25			101 140 4140	210	1010
	7337377466	08/17/21 COPY PAPER	91.22			101 210 4210	210	1010
	7337377466	08/17/21 COPY PAPER	18.24			101 191 4191	210	1010
	7337377466	08/17/21 COPY PAPER	18.24			101 510 4510	210	1010
	7337377466	08/17/21 COPY PAPER	54.73			211 550 4550	210	1010
	7337377466	08/17/21 COPY PAPER	18.24			290 650 4650	210	1010
	7337377466	08/17/21 COPY PAPER	27.37			601 944 4944	210	1010
	7337377466	08/17/21 COPY PAPER	27.37			602 949 4949	210	1010
	7337377466	08/17/21 COPY PAPER	27.38			604 959 4959	210	1010
	7337377466	08/17/21 COPY PAPER	27.37			605 963 4963	210	1010
	7337377466	08/17/21 COPY PAPER	18.25*			609 976 4976	210	1010
	7337377466	08/17/21 COPY PAPER	18.24			606 516 4516	210	1010
	7337377466	08/17/21 SALES TAX	1.88			604 959 4959	210	1010
	7337377466	08/17/21 SALES TAX	-1.88			604 2025		1010
	7337377466	08/17/21 D C TRANSIT TAX	0.14			604 959 4959	210	1010
	7337377466	08/17/21 D C TRANSIT TAX	-0.14			604 2026		1010
	7337377466	08/17/21 SALES TAX	1.25*			609 976 4976	210	1010
	7337377466	08/17/21 SALES TAX	-1.25			609 2025		1010
	7337377466	08/17/21 D C TRANSIT TAX	0.09*			609 976 4976	210	1010
	7337377466	08/17/21 D C TRANSIT TAX	-0.09			609 2026		1010
	7337377466	08/17/21 NOTEBOOK/CALC PAPER/POST I	25.57			101 140 4140	210	1010
	7337377466	08/17/21 ADJUSTMENT	-0.35			101 140 4140	210	1010
	7337378327	08/17/21 PENS	17.49			101 140 4140	210	1010
	7337651839	08/20/21 MEMBERSHIP FEE	24.92			101 140 4140	210	1010
	7337651839	08/20/21 MEMBERSHIP FEE	24.92			101 210 4210	210	1010
	7337651839	08/20/21 MEMBERSHIP FEE	24.92			101 191 4191	210	1010
	7337651839	08/20/21 MEMBERSHIP FEE	24.92			101 510 4510	210	1010



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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		7337651839 08/20/21 MEMBERSHIP FEE	24.92			211 550 4550	210	1010
		7337651839 08/20/21 MEMBERSHIP FEE	24.92			290 650 4650	210	1010
		7337651839 08/20/21 MEMBERSHIP FEE	24.91			601 944 4944	210	1010
		7337651839 08/20/21 MEMBERSHIP FEE	24.91			602 949 4949	210	1010
		7337651839 08/20/21 MEMBERSHIP FEE	24.91			604 959 4959	210	1010
		7337651839 08/20/21 MEMBERSHIP FEE	24.91			605 963 4963	210	1010
		7337651839 08/20/21 MEMBERSHIP FEE	24.92			606 516 4516	210	1010
		7337651839 08/20/21 MEMBERSHIP FEE	24.92*			609 976 4976	210	1010
		Total for Vendor:	706.61					
37394		6273 TANTALUS SYSTEMS INC	4,601.75					
		22064 08/26/21 CENTRON LAN CONTROLLER	3,750.00			604 1640		1010
		22068 08/27/21 SIXNET LTE CEL ROUTER	851.75			604 1640		1010
		Total for Vendor:	4,601.75					
37349		498 TEIGEN PAPER & SUPPLY	94.19					
		99036 08/24/21 MOP	23.08			101 210 4210	220	1010
		99813 09/01/21 T TISSUE/ FOLD TOWELS	71.11			211 550 4550	210	1010
		Total for Vendor:	94.19					
37350		204 THATCHER POOLS & SPAS INC	269.96					
		83931-1 08/23/21 4 WINTER KITS	269.96			101 514 4514	210	1010
		Total for Vendor:	269.96					
37351		2452 THE SHERWIN-WILLIAMS CO	374.66					
		0867-9 08/19/21 STREET PAINT	251.49			101 310 4310	220	1010
		7221-0 08/19/21 STRIPING/TIP SPRAY	123.17			101 310 4310	220	1010
		Total for Vendor:	374.66					
37378		123 THRONDSOIL OIL & LP GAS CO	1,785.00					
		370188 07/28/21 P. DIESEL	357.00			101 310 4310	210	1010
		370188 07/28/21 P. DIESEL	357.00			601 943 4943	210	1010
		370188 07/28/21 P. DIESEL	357.00			602 948 4948	210	1010
		370188 07/28/21 P. DIESEL	357.00			604 957 4957	210	1010
		370188 07/28/21 P. DIESEL	357.00			605 963 4963	210	1010
		370188 07/28/21 SALES TAX	24.54			604 957 4957	210	1010
		370188 07/28/21 SALES TAX	-24.54			604 2025		1010

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	370188	07/28/21 D C TRANSIT TAX	1.79			604 957 4957	210	1010
	370188	07/28/21 D C TRANSIT TAX	-1.79			604 2026		1010
		Total for Vendor:	1,785.00					
37389		4108 ULTIMATE SAFETY CONCEPTS INC	146.90					
	195803	08/18/21 PORTABLE WATER TANK	146.90			101 220 4220	240	1010
		Total for Vendor:	146.90					
37352		5346 VORTEX OPTICS	209.99					
	795639	08/20/21 SPITFIRE AR PRISM SCOPE	209.99			101 210 4210	240	1010
		Total for Vendor:	209.99					
37353		5497 VOSEN, DAVID	40.80					
	08/25/21	POSTAGE-WATER SAMPLES TO MDH	40.80			601 944 4944	325	1010
		Total for Vendor:	40.80					
37367		5047 WATERTVILLE FOOD & ICE INC	124.50					
	04-111332	08/25/21 ICE-LIQUOR STORE	124.50*			609 975 4975	257	1010
		Total for Vendor:	124.50					
37354		5182 WHKS & CO.	89,030.02					
	43862	08/23/21 GIS BASEMAPS	1,826.30			101 196 4196	303	1010
	43856	08/23/21 KASSON MEADOWS 7 ENG REV & OBS	3,250.50			101 1151		1010
	43862	08/23/21 2021 STREET & SIDEWALK MAINTEN	3,915.36*			101 311 4311	303	1010
	43857	08/23/21 HWY 57 IMPROVEMENTS	18,300.00*			424 196 4196	303	1010
	43858	08/23/21 16TH ST NW EXTENSION	716.80*			426 196 4196	303	1010
	43856	08/23/21 MEADOWBROOKE II ENG REV & OBS	768.00			101 1151		1010
	43856	08/23/21 MARTI SITE PLAN REVIEW	885.00			101 196 4196	303	1010
	43795	08/18/21 I & I IMPLEMENTATION	2,655.68*			605 963 4963	303	1010
	43856	08/23/21 BIGELOW VOIGT 8 ENG REV & OBS	1,006.00			101 1151		1010
	43792	08/18/21 SUMP PUMP/SAN SEWER INSPECT	45,361.42*			605 963 4963	303	1010
	43850	08/23/21 MASTEN CREEK FLOOD PROTECTION	4,536.96*			605 963 4963	303	1010
	43856	08/23/21 WITZEL SUBDIVISION	119.00			101 1151		1010
	43862	08/23/21 EDA SITE-WETLAND DELINEATION	2,419.00*			290 650 4650	303	1010
	43847	08/23/21 WITZEL SUBDIVISION	3,270.00			101 1151		1010
		Total for Vendor:	89,030.02					

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
37368		2407 WINE MERCHANTS	320.00					
	7342682	08/17/21 WINE	320.00			609 975 4975	251	1010
		Total for Vendor:	320.00					
37355		2427 XCEL ENERGY	313.40					
	744198541	08/16/21 UTIL SERV-NW LIFT ST 7/14-8	319.32			602 948 4948	380	1010
	742412780	08/03/21 ELEC COMBO REFUND CREDIT	-5.92			602 948 4948	380	1010
		Total for Vendor:	313.40					
		# of Claims	61	Total:	169,443.16			

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CITY OF KASSON  
Fund Summary for Claims  
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Fund/Account	Amount
101 General Fund	
1010 CASH-OPERATING	\$36,441.00
211 Library Fund	
1010 CASH-OPERATING	\$818.91
290 Economic Development	
1010 CASH-OPERATING	\$2,484.72
424 Hwy 57	
1010 CASH-OPERATING	\$18,300.00
426 16th St NW	
1010 CASH-OPERATING	\$716.80
601 Water Fund	
1010 CASH-OPERATING	\$763.61
602 Sewer Fund	
1010 CASH-OPERATING	\$3,307.76
604 Electric Fund	
1010 CASH-OPERATING	\$6,500.87
605 Storm Water	
1010 CASH-OPERATING	\$53,362.12
606 ICE ARENA	
1010 CASH-OPERATING	\$820.99
609 Liquor Fund	
1010 CASH-OPERATING	\$44,192.56
610 Maple Grove Cemetery	
1010 CASH-OPERATING	\$385.82
877 Festival in Park Fund	
1010 CASH-OPERATING	\$1,348.00
Total:	\$169,443.16

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CITY OF KASSON  
Claim Approval Signature Page  
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CITY OF KASSON  
401 5TH STREET SE  
KASSON, MN 55944-2204

The claim batch dated \_\_\_\_\_ are approved for payment.

APPROVED

*See signature page*  
\_\_\_\_\_  
Council Member  
\_\_\_\_\_  
Council Member



**Kasson Police Department**

19 East Main Street  
Kasson, MN 55944  
507-634-3881  
Fax: 507-634-4698

To: Mayor and City Council  
From: Police Chief Joshua Hanson  
CC:  
Date: 8/31/2021  
Re: Sergeant Jason Peck Performance Evaluation

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Sergeant Peck has been given his annual review and he meets expectations. Sergeant Peck is one of the most senior officers within the police department and works to pass on his experience to the younger officers. Sergeant Peck was asked to take on several additional investigative responsibilities during the last year and he spearheaded our FTO program.

Sergeant Peck is currently at step 5 of grade 13. I recommend that his salary be increased to step 6 of grade 13, which is \$39.09 per hour.

Respectfully submitted,

Police Chief Joshua Hanson



**Kasson Police Department**

19 East Main Street  
Kasson, MN 55944  
507-634-3881  
Fax: 507-634-4698

To: Mayor and City Council  
From: Police Chief Joshua Hanson  
CC:  
Date: 8/31/2021  
Re: SRO Jesse Kasel Performance Evaluation

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Jesse is a leader within the police department and assists everyone in the department with investigations, especially those involving youth and students. Jesse consistently meets the expectations of his position and is an excellent SRO and police officer.

Officer Kasel is currently at step 5 of Grade 12. I recommend his pay be increased to step 6 of Grade 12, which is \$36.54 per hour.

Respectfully submitted,

Police Chief Joshua Hanson

## KASSON ECONOMIC DEVELOPMENT AUTHORITY MEETING

Tuesday, April 6th, 2021

12:00PM

### DRAFT MINUTES

Pursuant to due call and notice thereof, a regular meeting of the Kasson Economic Development Authority (EDA) was held at City Hall this 6th day of April 2021 at 12:00PM.

The following board members were present: Dan Egger, Chris McKern, Tom Monson, Janice Borgstrom-Durst, Michael Peterson, and Kathy O'Malley.

Absent: Matthew Hemker.

The following staff members were present: Timothy Ibisch - City Administrator, Nicholas Ouellette, Matt Durand - EDA Staff.

- I. Call Meeting to Order. Egger called the meeting to order at 12:00PM.
- II. Approve Minutes of the Previous Meeting. Monson motioned to approve the March minutes. Borgstrom-Durst seconded.  
  
Ayes (6), Nays (0). Motion carried.
- III. Financial Report. Ouellette provided an overview of the financial report. Ouellette noted L & A were making larger payments towards their loan. Durand reached out to L & A about the larger payments and was informed that they are trying to payoff the loan earlier as they are looking to sell the building to the current owner of the business who is leasing the building. Daisy Mae Consignment has paid their loan in full.
- IV. Coordinators Report. Ouellette noted that \$317,950 in grant dollars were issued through the Dodge County's Business & Nonprofit Relief Program. Ouellette also discussed his efforts to secure funds for the WPA Wall and Pillars restoration project, including Ibisch and Ouellette presenting to the Legacy Finance committee to request \$30,000 in funding. Ouellette did not have an update on the market potential study. Ouellette discussed property listings and plans to familiarize himself with Location One services to post properties in the future. Ouellette continued with his report and discussed the Hindermann Concrete Plant tour, presenting to the Kasson Chamber of Commerce on April 14<sup>th</sup>, and marketing the revolving loan program to Kasson banks.

Downtown lots owned by the EDA were discussed. Ouellette discussed that a perspective buyer contacted him and inquired about the downtown lots. Ouellette asked the EDA what the desired sale price for the 5 owned lots should be. Discussion by the board on making sure that the lot usage conforms to the Zoning ordinance and the original purchase price of the lots by the EDA to remove the blighted buildings. Monson recommended that the Downtown Lot Committee visit the lot sale price and make a recommendation to the overall EDA board.



- V. City Administrators Report. Ibisch presented his Administrators Report. Ibisch discussed the City is monitoring progress of the Zoning Preemption Bill being discussed on the Senate floor. Ibisch discussed the American Rescue Plan funding that will be made available to communities in the coming months. League of MN Cities ARP overview <https://www.lmc.org/news-publications/news/all/american-rescue-plan-act-summary/>
- VI. Transition Ouellette introduced Matt Durand, Interim CEDA Rep for the Kasson EDA. Durand introduced himself and discussed this main CEDA role as a Community Planning Specialist with a focus on housing and development. Durand will work with Kasson in the coming months in EDA projects, Development projects, and transitioning the eventual new hire.
- VII. Other Business/Open Discussion.
- a. SW Cemetery Property. O'Malley shared that she has a client that is interested in 2.5 to 3 acres in land to build workforce housing in Kasson. The SW Cemetery Property would be a good location for affordable housing units. Ibisch asked the board how they would like to proceed with exploring development options on the property. McKern noted that options on the property should be explored only when an interested partner wants to participate in lieu of developing the property without a development partner. Ouellette discussed grant funding options that could also be explored to assist in the development of the Industrial Park concept of the plan.
  - b. Planning Monson talked about having a fresh perspective and ask Durand to complete a First Impression overview of Kasson to assist in long term planning with the EDA. Current EDA 2021 Priorities included a) Increasing the EDA's profile in the community, b) Hindermann Concrete Lot, c) 2022 Highway 57 Reconstruction, and d) Community Foundation. Durand will complete a First Impression overview and present to the EDA at the June EDA meeting.
- VIII. Adjourn. Peterson motioned to adjourn the meeting. O'Malley seconded.

Ayes (6), Nays (0). Motion carried. Meeting adjourned at 12:41PM.

The next meeting will be held at 12:00PM on May 4<sup>th</sup>, 2021.

Minutes Submitted by: \_\_\_\_\_  
Matt Durand, EDA Coordinator

\_\_\_\_\_  
Dan Eggler, EDA President

# KASSON ECONOMIC DEVELOPMENT AUTHORITY

MEETING Tuesday, May 4th, 2021

12:00PM

## DRAFT MINUTES

Pursuant to due call and notice thereof, a regular meeting of the Kasson Economic Development Authority (EDA) was held at City Hall this 4th day of May 2021 at 12:00PM.

The following board members were present: Dan Eggler, Chris McKern, Tom Monson, Janice Borgstrom-Durst, Michael Peterson, and Kathy O'Malley.

Absent: Matthew Hemker.

The following staff members were present: Timothy Ibisch - City Administrator, Matt Durand - EDA Staff.

- I. Call Meeting to Order. Eggler called the meeting to order at 12:00PM.
- II. Approve Minutes of the Previous Meeting. Monson motioned to approve the April minutes. Borgstrom-Durst seconded.

Ayes (6), Nays (0). Motion carried.

- III. Financial Report. Ibisch shared that the Butler loan was paid in full. Durand shared that L & A made \$5,000 additional payment. City has total assets of approximately \$232,000 and approximately \$120,000 of that is in cash.
- IV. Coordinators Report. Matt Durand, CEDA, presented the coordinator's report.

Durand shared that the Fredrick's family from Rochester contacted realtor Kathy O'Malley and expressed interest in redevelopment of the Old School site. They are proposing 29-32, 800 square foot micro apartments, with an approximate renovation cost of \$3.2 million. The Fredrick's family believes that a purchase price of \$1 is appropriate in order to make the project feasible. Durand also spoke with the assessor about approximately \$500,000 in TIF funds for the project. The LLLP that currently owns the building would need to agree on any sale price that is presented. The need for Sr. Housing in Kasson was discussed. This project may help address that, however 55+ housing is not the specific goal with this project. Durand shared that Historical Tax credits will most likely not be used. Durand will review the requirements for the building to maintain it's listing on the Historic Register. Parking was also discussed and currently enough off-street parking is available. The Kasson EDA is interested in continuing the conversation with the Fredrick's family, and requested more information.

Workforce Housing Development - Durand shared that the Sand Company from Waite Park, MN is interested in building affordable housing. They are looking for the city to donate 3 acres of land, plus tax credits, and help with infrastructure. Durand is waiting on additional information from the Assessor's office. The Sand Company is requesting a letter of support from the city for this project.

Carr Tree Service - Carr Tree Service is looking for a business location that would allow occasional burning.

- V. City Administrators Report. Ibisch presented his Administrators Report. Report included in meeting packet.
- VI. Transition - Ibisch shared that CEDA has hired a staff person to assume the Kasson contract. Dawn will be working with Matt starting in a couple of weeks. Matt will continue working with his current Kasson projects.

VII. Other Business/Open Discussion

Downtown lots update presented by Durand. 5 lots downtown broken into 3 chunks. Lot A/ larger parcel/package 3 lots for \$10,000. Lot B or 4 for \$5,000 - give the building owner that is currently using the lot as a parking lot the first option to purchase it. Lot C or lot 5 is the alley and parking behind the buildings along the railroad. The goal is to get the lots back on the tax roll. 2 story building with upper level apartments would meet current zoning/mixed use for Lot A. Motion was made by McKern to sell lots 1,2,3/Parcel A for \$10,000 and lot 3/B for \$5,000. Second by Peterson.

Ayes (6), Nays (0). Motion carried

- VIII. Adjourn. Peterson motioned to adjourn the meeting. O'Malley seconded.

Ayes (6), Nays (0). Motion carried. Meeting adjourned at 12:54 PM.

The next meeting will be held at 12:00PM on June 1st, 2021.

Minutes Submitted by:

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Matt Durand, EDA Coordinator

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Dan Eggler, EDA President

# KASSON ECONOMIC DEVELOPMENT AUTHORITY

MEETING Tuesday, June 1st, 2021

12:00PM

## DRAFT MINUTES

Pursuant to due call and notice thereof, a regular meeting of the Kasson Economic Development Authority (EDA) was held at City Hall this 1<sup>st</sup> day of June 2021 at 12:00PM.

The following board members were present: Dan Egger, Chris McKern, Tom Monson, Janice Borgstrom-Durst, Michael Peterson, Matthew Hemker, and Kathy O'Malley.

Absent: None.

The following staff members were present: Timothy Ibisch - City Administrator, Matt Durand - EDA Staff.

- I. Call Meeting to Order. Egger called the meeting to order at 12:01PM.
- II. Approve Minutes of the Previous Meeting. Peterson motioned to approve the May minutes. Borgstrom-Durst seconded.  
  
Ayes (7), Nays (0). Motion carried.
- III. Financial Report. Durand shared that L & A continues to make additional payments.
- IV. Coordinators Report. Matt Durand, CEDA, presented the coordinator's report.

Old School Site - Friederichs remain interested in finding ways to make the project viable. They would like to continue to explore creative ways to get the project started. Durand met with Jerry Giese of KARE to understand more about how offers will be entertained if presented. Jerry noted that offers will likely be voted on by the ownership group. Two additional parties are interested in looking at the property. If they are interested in making the project move forward, I will assist in any way I can.

Workforce Housing Developer - Sand Companies have started the application process for tax credit funding with the MN Department of Housing. A letter of support from the City of Kasson is requested to help strengthen the application which is due in July.

Downtown Lots - Met with Richard Trow about the lot south of his building and interest in purchasing for parking. Richard gave a verbal agreement to purchase the lot for \$5,000. Also getting a price for a sign on the property from Able Signs.

- V. City Administrators Report. Ibisch presented his Administrators Report. Report included in meeting packet.
- VI. Transition - Ibisch shared that CEDA had hired a staff person to assume the Kasson contract, but was short lived as the hire took a competitive offer from another firm. Matt will continue to serve Kasson's need for the coming weeks as well as finishing up current projects. An individual has been hired and will be starting in the mid July.

VII. Other Business/Open Discussion

Letter of Support - A letter of support from the City of Kasson is requested to help strengthen the application which is due in July. If the application is approved, Sand Company will pay for the construction of the building. They are asking for the City to assist in providing affordable through the donation of land for the building as well as providing utilities and road improvements to the site. The cost of the roads and utilities can be paid by a TIF district on the apartments.

Monson motioned to approve a letter of support for the Sand Company project and recommend that the council support the letter as well. O'Malley seconded.

Ayes (7), Nays (0). Motion carried

Wetland Delineation - The City of Kasson currently owns land adjacent to the trailer court and cemetery. The Kasson EDA has shown interest in developing the land for multifamily housing and an industrial park for commercial businesses. Existing wetlands are present on the site and the adjacent private property and will need to be defined through a Wetland Delineation study.

The Wetland Delineation will be used to accurately identify the boundaries of the inventoried wetlands on the parcels. This information will be used to determine the hydrology of the area and assist in developing a comprehensive plan for commercial and industrial lots, road right away, regional stormwater ponding, and a land swap for ponding with the private owner. The City will pay all costs, approximately \$2,000, associated with the wetland delineation. EDA Coordinator will seek to have costs covered through a Compeer Rural Funding Grant opportunity.

McKern motioned to approve the City EDA conducting a wetland delineation study on the city and adjacent landowner property. Borgstrom-Durst seconded.

Ayes (7), Nays (0). Motion carried

VIII. Adjourn. Peterson motioned to adjourn the meeting. McKern seconded.

Ayes (7), Nays (0). Motion carried. Meeting adjourned at 12:52 PM.

The next meeting will be held at 12:00PM on Aug. 3rd, 2021.

Minutes Submitted by:

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Matt Durand, EDA Coordinator

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Dan Egger, EDA President

# KASSON ECONOMIC DEVELOPMENT AUTHORITY

MEETING Tuesday, July 7th, 2021

12:00PM

## DRAFT MINUTES

Pursuant to due call and notice thereof, a regular meeting of the Kasson Economic Development Authority (EDA) was held at City Hall this 7th day of July 2021 at 12:00PM.

The following board members were present: Dan Eggler, Chris McKern, Tom Monson, Janice Borgstrom-Durst and Kathy O'Malley.

Absent: Michael Peterson and Matthew Hemker

The following staff members were present: Timothy Ibisch - City Administrator, Matt Durand - EDA Staff.

I. Call Meeting to Order. Eggler called the meeting to order at 12:01PM.

II. Approve Minutes of the Previous Meeting. Monson motioned to approve the May minutes. McKern seconded.

Ayes (5), Nays (0). Motion carried.

III. Financial Report. Ibisch shared that the city is starting the budget process and EDA will receive a budget sheet at the next meeting. Durand shared that L&A has paid off their revolving loan 8 years ahead of schedule as they intend to sell the building.

Durand shared that the cost for the sign on the downtown lots was \$285.

McKern motioned to approve the bill. Borgstrom-Durst seconded.

Ayes (5), Nays (0). Motion carried.

IV. Coordinators Report. Matt Durand, CEDA, presented the coordinator's report.

### **Old School Site**

Pending purchase agreement for the property by a prospective buyer. Spoke with Jerry G. about various options that the EDA could discuss for property renovation. No other offers or buyers for the property at this time. KARE has invited the EDA Coordinator to speak at their July annual meeting.

### **Workforce Housing (Sand Companies)**

Council Recommendation - City Council recommended reviewing alternative options for land to be the location of the Sand Company workforce housing. Original location of City owned property adjacent to the cemetery presented infrastructure cost concerns.

Vail Property – City has agreed to purchase 66 acres of land adjacent to Lyons Park for flood protection, park trails, and land for workforce housing. Sand Companies scored this site out and it is favorable. Infrastructure costs are very reasonable to be installed to the site. Sand Companies will proceed with application for Kasson

project.

### **Industrial Park**

Wetland Delineation - Study has been approved by Carter Blaine to proceed. City has instructed WHKS to proceed with wetland delineation, cost will be \$2,000. Anticipate draft report in Aug.

Compeer Financial Grant – Draft narrative to ask for a feasibility grant from Compeer to further review the Industrial Park wetlands and hydrology. Data gathered will be used for planning of the property for future development. Grant to provide up to \$5,000 towards the costs incurred by WHKS.

### **Business Visits**

Plaza 57 – Met with Brad Chambers, Key Builders, who owns Plaza 57. Discussed remaining spaces in the building and ways to help market the property to other businesses. Discuss the need for daycare facilities in the community. opportunities. Discussed business façade grants for business moving into the building.

Clem’s Cups & Cones – Spoke with Jay Clemens about the Business Façade program for store signage on the building and on the co-op signage near Hwy 57. Jay was provided an application; he will review and submit.

American Family Façade Grant – Travis Arment has applied for a Business Façade grant for exterior improvements to his business. Application is complete and conforms to the program criteria. Business owner seeking approximately \$1,500.

### **Downtown Lots**

Trow Lot Purchase - Purchase agreement for the smaller lot south of Mr. Trow’s building has been sent to him. Followed up with Mr. Trow, he will sign Purchase Agreement and return. Seeking an Aug. 1 closing. City Attorney to facilitate the closing.

Lot Sale Signage – City crews installed sign posts at the remaining downtown lot. Abel Sign constructed and installed the sign. City EDA to pay for sign costs. No calls received on the lot yet. Will look to develop a flyer for the property as well.

- V. City Administrators Report. Ibisch presented his Administrators Report. Report included in meeting packet. Ibisch also shared that he may be out on paternity leave over the next month.

VI. Other Business/Open Discussion

American Family Business Façade application – Durand presented the loan application to install permanent landscaping and shrubs on the front of the building.

McKern motioned to approve the application. Monson seconded.

Ayes (5), Nays (0). Motion carried

O’Malley brought up a potential conflict of interest, highlighting the need for clarity on the relationship between real estate agents, developers, and the city. Ibisch stated that a formal conflict of interest policy would be presented at the August meeting.

- VII. Items for August meeting. Ibisch identified the 2022 budget worksheet and the conflict of interest policy as important agenda items.
- VIII. Adjourn. Borgstrom-Durst motioned to adjourn the meeting. Monson seconded.
- Ayes (5), Nays (0). Motion carried. Meeting adjourned at 12:40 PM.

The next meeting will be held at 12:00PM on Aug. 3rd, 2021.

Minutes Submitted by:

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Robert Harris III, EDA Coordinator

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Dan Egger, EDA President



## **KASSON PARK BOARD MINUTES**

### **APRIL 20, 2021 DRAFT**

Pursuant to due call and notice thereof, a meeting of the Kasson Park Board was duly held at Kasson City Hall on the 20<sup>th</sup> day of April 2021 at 6:00 P.M.

**THE FOLLOWING PARK BOARD MEMBERS WERE PRESENT:** Janet Sinning, Roger Franke, Chuck Coleman, Liza Larsen, Sarah Hirsch, Chris Petree, Dan Eggler and Greg Kuball

**THE FOLLOWING WERE ABSENT:** None

**ALSO PRESENT:** City Administrator Timothy Ibisch, Parks & Rec Supervisor Ron Unger and Deputy Clerk Jan Naig

**I. Call to Order:** The meeting was called to order at 6:00 P.M. by Chairperson Larsen.

**II. Approve minutes:** Motion by Franke and second by Sinning, with all voting Aye, to approve the minutes of the March 2021 Park Board Meeting.

#### **III. New Business:**

- A. Adult softball 2021.** Nine teams are signed up for the league this year. Play will begin on May 6<sup>th</sup> and there will be a full season. Unger also noted there will be a softball tournament in Veterans Memorial Park on May 8<sup>th</sup> and 9<sup>th</sup> this year. Sixteen teams are expected to participate.
- B. 2021 Aquatic Center season.** The pool will open with limited hours beginning on May 29<sup>th</sup>. Current COVID guidelines will allow opening at full capacity of 572 participants.
  - There will be a Lifeguard Training class the week of May 24-29 at the facility.
  - The SurfacePro is here to take photos for family/individual memberships.
  - Unger has been working on advertising with marketing reps at Rochester radio stations.
  - Anytime Fitness will be using the facility for Aqua Zumba on Tuesday and Thursday evenings.
  - Unger has worked with vendors to finalize the concessions stand products that will be available.

There was some discussion about items that will be covered at the employee meeting on May 15<sup>th</sup>. The Employee Handbook covers what is expected of seasonal employees--which includes mutual respect and harassment-- is presented. Ibisch also recommended that there be discussion on mental health.

Unger indicated we will need to budget for a computer and software upgrade for the Aquatic Center as part of the 2022 budget.

**C. 2021 Park projects.**

- Build two basketball courts in Lions Park south of the skate park. Money will come from Joint Ventures and from a donation in memory of Braxton Raymond to help with these costs.
- Install the additional playground modular features in Meadowland Park.
- Add a basketball hoop at the end of the parking lot in East Diamond Park.
- Continue to build up the soil and over-seed the ball field in East Diamond Park.
- Grind out 40-50 stumps for trees that have been removed.
- Re-stain the dugouts in East Diamond Park.

There was discussion on how the parks projects get prioritized. There are some higher cost projects for which there are not enough funds available so they are not at the top of the list. (Examples: Lions Park curb and paving of parking lot, pickleball courts, tennis courts.) Those projects get built into the CIP so funds can be allocated. Ibisich asked if a survey had ever been done to get feedback from residents to aid in setting priorities.

**IV. Old Business:**

- A. Update on stone wall in Veterans Memorial Park.** The Minnesota Senate has passed the Legacy Grant. The bill is waiting on House approval. This should provide \$30,000.00 in funds for the Wall. All of the funds should be turned over to the City in July since that is when payments to Reticulated Stone begin. Unger has contacted John Digley about starting the project after Festival in the Park (mid-August). He has also contacted Stone by Stone about the concrete work and will find out any price increases above his 2020 bid. The portion of the Wall in front of the picnic shelter and the main park entrance are what is included in the work that is to be done under this bid.
- B. Boulevard tree program update.** Twenty-eight boulevard trees have been ordered. The Treehouse plans to plant the trees the first week in May. Unger reported that none of the trees planted in 2020 have died.
- C. 2021 Arbor Day observance.** Park Board Members were reminded that the City will observe Arbor Day on Friday, April 30<sup>th</sup>. The Lions Club will participate in the tree planting. Unger plans to plant four trees in East Diamond Park along 11<sup>th</sup> Avenue Northeast.

**V. Correspondence:** Coleman asked about the trail that is being built on the northside of the United Methodist Church to 8<sup>th</sup> Avenue Northwest. The trail will be extended in late summer.

**VI. Adjourn:** Motion by Franke and second by Coleman, with all voting Aye, to adjourn the meeting at 6:32 P.M.

---

Chairperson

---

Deputy Clerk

The next scheduled meeting will be May 18<sup>th</sup>.

**2022 PRELIMINARY GENERAL FUND OPERATING BUDGET  
LEVY BREAKDOWN**

		2021	For Comparison 2020
<b><u>GENERAL GOVERNMENT LEVY:</u></b>			
GENERAL FUND	LEVY REQUIRED	2,830,537	2,362,832
LIBRARY FUND	LEVY REQUIRED	410,356	359,959
ECONOMIC DEV FUND	LEVY REQUIRED	102,444	88,223
COMMUNITY POLICING	LEVY REQUIRED	-	-
	2012A 16TH St	60,320	75,652
	2014A Truck/Equip	115,562	115,562
	2015A Refunding	28,000	128,000
	2017A Improvement	205,100	205,100
	2020A TIF Debt- See unallocated		
	2020B Aquatic	224,015	224,015
		<b>3,976,333</b>	<b>-</b>
			<b>3,559,343</b>
<b><u>FIRE RELIEF LEVY</u></b>			
		0	421
<b><u>TAX ABATEMENT LEVY</u></b>			
	Gibbs	2300	2300
	1760 Millwork	3597	3597
	Pr Willows- starts 2021	20000	20000
<b><u>GENERAL AND OTHER LEVY TOTAL</u></b>			
		<b>4,002,230</b>	<b>3,585,661</b>
	2021 OVER 2020	416,569	
	As a Percent	11.62%	
	less: Estimated new property absorption	-63000	
	Net % Property Tax increase		

**2022 PRELIMINARY GENERAL FUND OPERATING BUDGET  
LEVY BREAKDOWN**

For Comparison

**2021****2020****GENERAL GOVERNMENT LEVY:**

GENERAL FUND	LEVY REQUIRED	2,651,370	2,362,832
LIBRARY FUND	LEVY REQUIRED	399,756	359,959
ECONOMIC DEV FUND	LEVY REQUIRED	102,444	88,223
COMMUNITY POLICING	LEVY REQUIRED	-	-

2012A 16TH St	60,320	75,652
2014A Truck/Equip	115,562	115,562
2015A Refunding	28,000	128,000
2017A Improvement	205,100	205,100
2020A TIF Debt- See unallocated		

2020B Aquatic	224,015	224,015
---------------	---------	---------

**3,786,567      -      3,559,343**

**FIRE RELIEF LEVY****TAX ABATEMENT LEVY**

Gibbs	2300	2300
1760 Millwork	3597	3597
Pr Willows- starts 2021	20000	20000

**GENERAL AND OTHER LEVY TOTAL**

**3,812,464      3,585,661**

2021 OVER 2020	226,803
As a Percent	6.33%

less: Estimated new property absorption      -63000

Net % Property Tax increase

**OPTION A (Original preliminary budget)**  
**CITY OF KASSON**  
**RESOLUTION #9.X-21**

**RESOLUTION APPROVING PRELIMINARY 2021 TAX LEVY,  
 COLLECTIBLE IN 2022**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, COUNTY OF DODGE, MINNESOTA**, that the following sums of money be levied for the current year, collectible in 2022, upon taxable property in the City of Kasson, for the following purposes:

General Fund	\$2,830,537
Library Fund	\$ 410,356
Economic Development Fund	\$ 102,444
Community Policing	\$ 0
Total General Government Levy	\$3,343,337

Special Levy:	
Total Debt Service Levy	\$ 632,997
Fire Relief Levy	\$ 0
Tax Abatement Levy	\$ 25,897
Total Levy	\$4,002,231

The City Administrator is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Dodge County, Minnesota.

**Adopted** this 8th day of September, 2021.

**ATTEST:**

\_\_\_\_\_  
 Linda Rappe, City Clerk

\_\_\_\_\_  
 Chris McKern, Mayor

The motion for the adoption of the foregoing resolution was made by Council Member \_\_\_\_\_ and duly seconded by Council Member \_\_\_\_\_. Upon a vote being taken, the following members voted in favor thereof: \_\_\_\_\_. Those against same: \_\_\_\_\_.

(revised preliminary budget)  
**CITY OF KASSON**  
**RESOLUTION #9.X-21**

**RESOLUTION APPROVING PRELIMINARY 2021 TAX LEVY,  
 COLLECTIBLE IN 2022**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON,  
 COUNTY OF DODGE, MINNESOTA**, that the following sums of money be levied for  
 the current year, collectible in 2022, upon taxable property in the City of Kasson, for the  
 following purposes:

General Fund	\$2,651,370
Library Fund	\$ 399,756
Economic Development Fund	\$ 102,444
Community Policing	\$ 0
Total General Government Levy	\$3,153,570
Special Levy:	
Total Debt Service Levy	\$ 632,997
Fire Relief Levy	\$ 0
Tax Abatement Levy	\$ 25,897
Total Levy	\$3,812,464

The City Administrator is hereby instructed to transmit a certified copy of this resolution  
 to the County Auditor of Dodge County, Minnesota.

**Adopted** this 8th day of September, 2021.

**ATTEST:**

\_\_\_\_\_  
 Linda Rappe, City Clerk

\_\_\_\_\_  
 Chris McKern, Mayor

The motion for the adoption of the foregoing resolution was made by Council Member  
 \_\_\_\_\_ and duly seconded by Council Member \_\_\_\_\_. Upon a vote being taken, the  
 following members voted in favor thereof: \_\_\_\_\_. Those against  
 same: \_\_\_\_\_.



To: City Council

Date: 9/8/2021

**Agenda Heading:** City Administrator's Report

"All at once, summer collapsed into fall."

--Oscar Wilde

- **EMS Updates.** The EMS Committee met to discuss a variety of topics including staffing changes, the new Public Safety facility, and purchase of fire trucks. First off, included in your packets is the resignation letter from Krista Weigel. She will be leaving to go to Olmsted County. That opens up a position in the PD/FD. We are looking at options there. Additionally, we will be moving towards an additional Police officer in 2023 and using 2022 as a bridge year, the hours next year will be filled with part time help. This should allow the budget to remain more balanced. Chris from ICS was available to review the proposals from last month. We had a lot of good discussion, and overall, I am comfortable where we are at. The Board decided to start a series of public meetings on October 5 at 6:30 pm at the Fire Hall where residents can find out more about the process. Finally, we discussed 2 options for the new fire truck. They will be available for review soon and I plan on asking the Council for authorization to purchase them at the September 22<sup>nd</sup> meeting. Thanks for Assistant Chief Seljan for the time he put in researching these trucks.
- **Hwy 57 Public Engagement Meeting.** At the last meeting we received a geometric design for the new 57 interchanges. Now that you've have a chance to review it, MnDOT would like to host a public listening session. I believe that it will be scheduled for later this month. I have received some negative feedback, but I will not understate the importance of this vital overhaul of the State Highway through Kasson. This is a project that needs to happen and we cannot let fear of the unknown stop it. Please let me know if you have any questions, and the City Engineer should have a date soon.
- **Legislature Convenes Redistricting Committees.** The Minnesota House and Senate Redistricting Committees held their first meetings to begin the decennial process of redrawing district lines for the state of Minnesota. The Senate committee convened in Bemidji on Aug. 9 to receive public comment regarding the redistricting process, and the House committee convened on Aug. 18 with a presentation comparing three redistricting policy bills introduced in the 2021 regular legislative session. With the release of state-specific census data from the U.S. Census Bureau on Aug. 12, the committees will begin considering policies governing how districts should be drawn as well as redistricting map proposals. It is the intention of the Legislature to complete congressional and legislative redistricting no later than Feb. 22, 2022, which is just 25 weeks before the state primary on Aug. 9, 2022.



- **Safety Committee Meeting.** At last week's Safety Committee meeting, we reviewed threats to consider at council meetings or public hearings such as unarmed violent persons, unplanned armed assailant, and planned armed assailants. The consensus was that in general, an unarmed person would likely be readily dealt with by the persons in attendance, in many instances including police. An unplanned armed attack may be very chaotic but more survivable for most attendees. A planned attack has the potential for the most damage, especially without adequate preparation.

We discussed ideas for immediate, low-cost options. Future improvements could be considered in light of budgetary impacts. Some ideas: Install several small dry chemical fire extinguishers under the dais to be used for fogging diversion and throwing if needed. Dry chemical extinguishers typically contain ammonium phosphate, which is irritating to respiration and very irritating to vision. Request police (when present) to monitor visitors arriving. A camera on the east side shows the parking lot. A laptop with the right set up could allow an officer to view people arriving before and during the meetings. Recommend to police that a marked squad be parked prominently outside and continue the practice of attending meetings without wearing uniforms. Provide ceramic coffee mugs at each seat at the dais. Their dual purpose would be to hold pens & pencils but could be thrown at an attacker if needed. Consider purchasing and discretely locating some aerosol chemical deterrents such as pepper spray or wasp & hornet spray. Small pepper spray cans might be attached with Velcro under the dais top or high up on the divider panels between seats.

We thought about the value of arranging the visitor tables (and chairs) so that there is no direct charging path to the front. Especially restricting easy access to the south side of the room which is the main exit point for those at the dais. We will work to implement these changes over the next few months.

- **Council Chambers Restroom.** The Council Chambers restroom restoration project is complete and it is open for use. We will be installing a door for secure access into City Hall this winter.
- **EDA review.** The EDA met to review monthly financials and performance. Robert Harris detailed that Mr. Warshauer is continuing to develop the old school architectural plans and documentation for the phase 2 historic structure deadline in November. There's a lawsuit that has been filed from another potential buyer of the building which has yet to be resolved. We've received an inquiry from Hamilton Real Estate Group, they've recently completed a project in Byron (Bearpath, 47-unit apartment) and are interested in discussing the Kasson opportunities. Due to the destructive fire 2 weeks ago, Millworks is requesting loan deferments. The EDA will try to support business here when they can, this seems to be an example of one such situation.
- **2021 Fall Forums.** While many elements from the LMC Regional Meetings will remain the same (bringing together city leaders in different locations across Minnesota and featuring experts), something vital will change — and that's what they wanted to reflect by renaming this event. They want the Fall Forums to be a space where we can sit down and have time to really talk with neighboring colleagues, have

knowledgeable speakers, and get to know League staff. Let me know if there is interest in attending and we can get you signed up.

**Below are locations for the events:**

Sept. 29 – Austin	Sept. 30 – Redwood Falls	Oct. 20 – Royalton
Oct. 27 – Bemidji	Nov. 3 – Morris	Nov. 4 – Vergas
Nov. 10 – Virginia	Dec. 9 – Minnetonka	

**Fee: -\$69 per person**

• **Meetings and Events Attended or Planned to attend**

August 16	MNPEA Union Negotiations
August 17	MCMA Member Connect
August 19	Technical Review City Engineer
August 20	Zoning Compliance Assessment
August 25	CMPAS CEO visit City Council
August 26	Water Tower Design Kick-off Department Heads
August 27	Safety Committee
September 1	EMS Committee
September 2	Technical Review City Engineer Thompson Apartment Site Overview
September 7	EDA MNPEA Union Negotiations
September 8	Chamber of Commerce Ice Arena Board City Council-Budget meeting



## PROPOSAL FOR ARCHITECTURAL SERVICES, #P2147

**CLIENT:** City of Kasson  
Kasson Liquor Store  
401 5<sup>th</sup> St. SE  
Kasson, MN 55944

**DATE:** August 27, 2021

**PROJECT:** Remodel existing liquor store.

**TIME SCHEDULE FOR WORK:** To begin upon signature of contract.

**SCOPE OF WORK:** Provide a preliminary concept plan for the remodeling of the existing municipal liquor store and probable costs for the remodeling. (This includes a site visit to verify the existing conditions and dimensions, conceptual floor plan layout and a probable cost for the remodeling) Potential budget for the project is up to \$500,000.

Civil, Structural, Mechanical, Electrical and Plumbing are by others.

**Site verification/adjust backgrounds:** \$945.00  
**Architectural Fee Code Review/Code Plan:** \$2,160.00

**BILLING METHOD:**

(X) Hourly  
( ) Percentage  
(X) Lump Sum

**BILLING SCHEDULE:**

(X) Monthly  
( ) Phased  
(X) Upon Completion

**TERMS:** If additional services are required for completion of the project, they will be charged at current hourly rates. Additional services would include, but are not limited to, revisions by the client after client final approval causing changes to the documents as well any services beyond the Proposed Scope of Work. See (attached) Fee Schedule and Terms and Conditions. This proposal is valid for 30 days.

**RINGDAHL ARCHITECTS** agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

**SUBMITTED:**

Ringdahl Architects, Inc.

BY: 

DATE: 8-26-2021

**APPROVED:**

City of Kasson

BY: 

DATE: 8/27/2021



510 22<sup>nd</sup> Ave. East, Suite 102, Alexandria, MN 56308  
Tel (320)763-9368

## FEE SCHEDULE

2021

Project Architect .....	\$ 145.00/Hr.
Principal-In-Charge.....	\$ 135.00/Hr.
Intern Architect .....	\$ 125.00/Hr.
Designer/Technician.....	\$ 120.00/Hr.
Administrative Assistant.....	\$ 45.00/Hr.
Consultants, Subcontractors.....	Cost + 10%

\*\*\*\*\*

Mileage (Federal Standard Rate).....	\$ .565/Mile
Prints (24x36).....	\$ 3.00/Sheet
Prints (30x42).....	\$ 5.00/Sheet
B&W Photo Copies (8 1/2x11).....	\$ .10
B&W Photo Copies (11x17).....	\$ .50
Color Photo Copies (8 1/2x11).....	\$ 2.00
Color Photo Copies (8 1/2x14).....	\$ 4.00
Postage, Courier, Incidentals and Reimbursables.....	Cost + 10%



**TERMS AND CONDITIONS** Design Professional shall perform the services outlined in this agreement for the stated fee arrangement.

**Fee** The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis. The rates shall be those that prevail at the time services are rendered. Where the fee arrangement is percentage of construction cost. Contractor overhead and profit and/or construction manager fees are a part of construction cost; project phases are: Schematic design 25%; design, development 25%, construction documents 35%, bidding 5%, construction 10%.

**Billings/Payments** Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Design Professional may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

**Access to Site** Unless otherwise stated, the Design Professional will have access to the site for activities necessary for the performance of the services. The Design Professional will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

**Waiver** In consideration of the substantial risks to the Consultant in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law any claim or cause of action of any nature against the Consultant, his or her officers, directors, employees, agents or subconsultants, which may arise out of or in connection with this Project or the performance by any of the parties above named of the services under this Agreement.

**Indemnification** In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, including those arising from information provided by Client, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant.

**Risk Allocation** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000 or the Consultant's total fee for services rendered on this project, whichever is less, unless agreed to in writing by the Consultant for an additional 5% fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Termination of Services** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Ownership Documents** All documents produced by the Design Professional under this agreement shall remain the property of the Design Professional and may not be used by the Client without the written consent of the Design Professional.

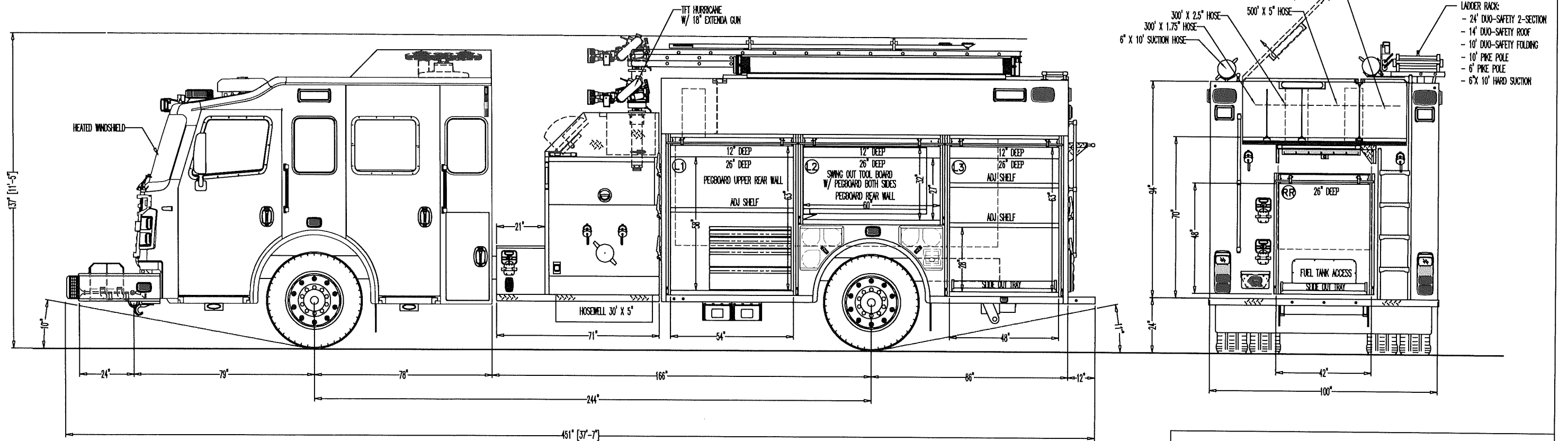
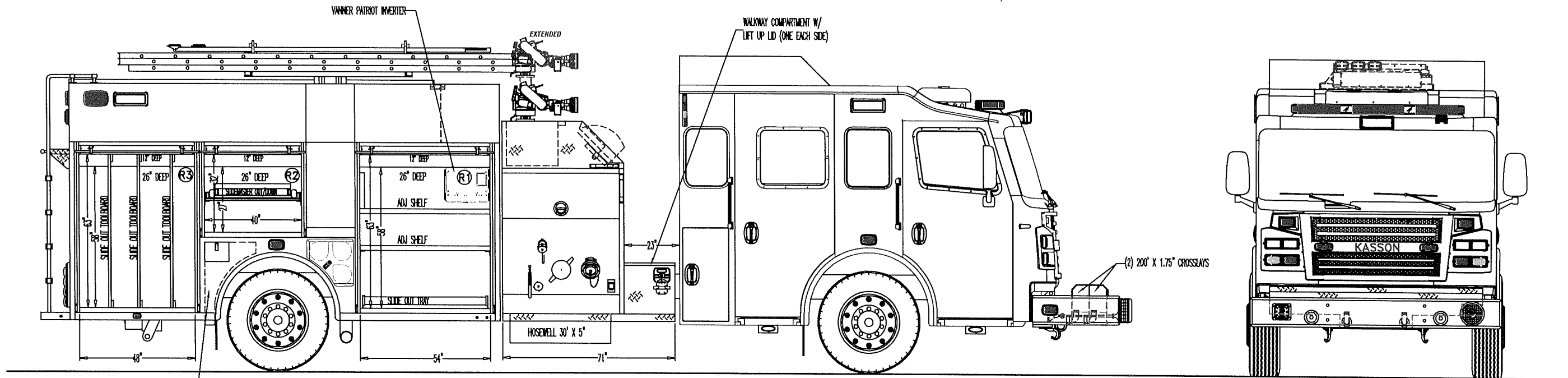
**Dispute Resolution** Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the Design Professional.

**Certificate of Merit** The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Design Professional unless the client has first provided the Design Professional with a written certification executed by an independent design professional currently practicing in the same discipline as the Design Professional and Licensed in the State of Minnesota. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Design Professional not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

**Certifications, Warranties and Guarantees** The Design Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Design Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Design Professional cannot ascertain. The Client also agrees not to make resolution of any dispute with the Design Professional or payment of any amount due to the Design Professional in any way contingent upon the Design Professional's signing any such certification.

**Severability** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

**Survival** All limitations of liability, indemnification's, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.



#### NOTES:

- OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
- DO NOT SCALE DRAWING.
- ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
- DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
- INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.

REVISED: TAA DATE: 07-26-2021 (R-03)  
 REVISED: TAA DATE: 07-22-2021 (R-02)  
 DRAWN: CRL DATE: 05-17-2021 (P7759-04)

PROPRIETARY AND CONFIDENTIAL  
 THE INFORMATION CONTAINED IN THIS DRAWING IS  
 THE SOLE PROPERTY OF ROSENBAUER. ANY  
 REPRODUCTION IN PART OR AS A WHOLE WITHOUT  
 THE WRITTEN PERMISSION OF ROSENBAUER IS  
 PROHIBITED.

#### APPROVED BY:

MAXIMUM HEIGHT N/A  
 MAXIMUM LENGTH N/A  
 BODY WIDTH 100"

CHASSIS: ROSENBAUER R7824

PUMP: WATEROUS CSUC20 1500 GPM

TANK: POLY 900/40 GALLONS

TYPE: TOPMOUNT PUMPER

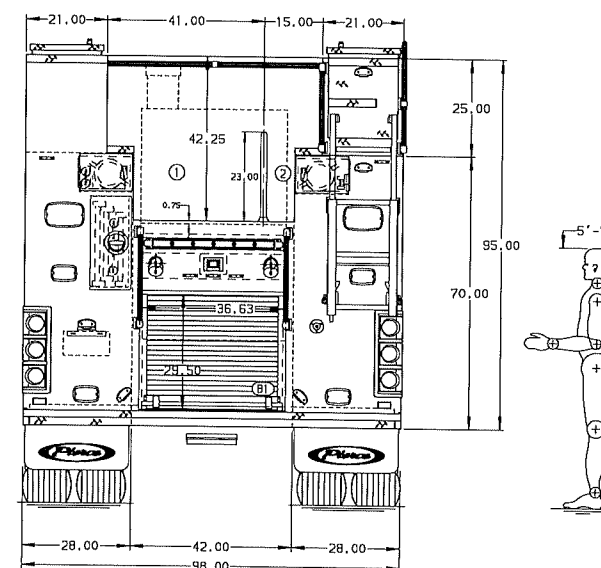
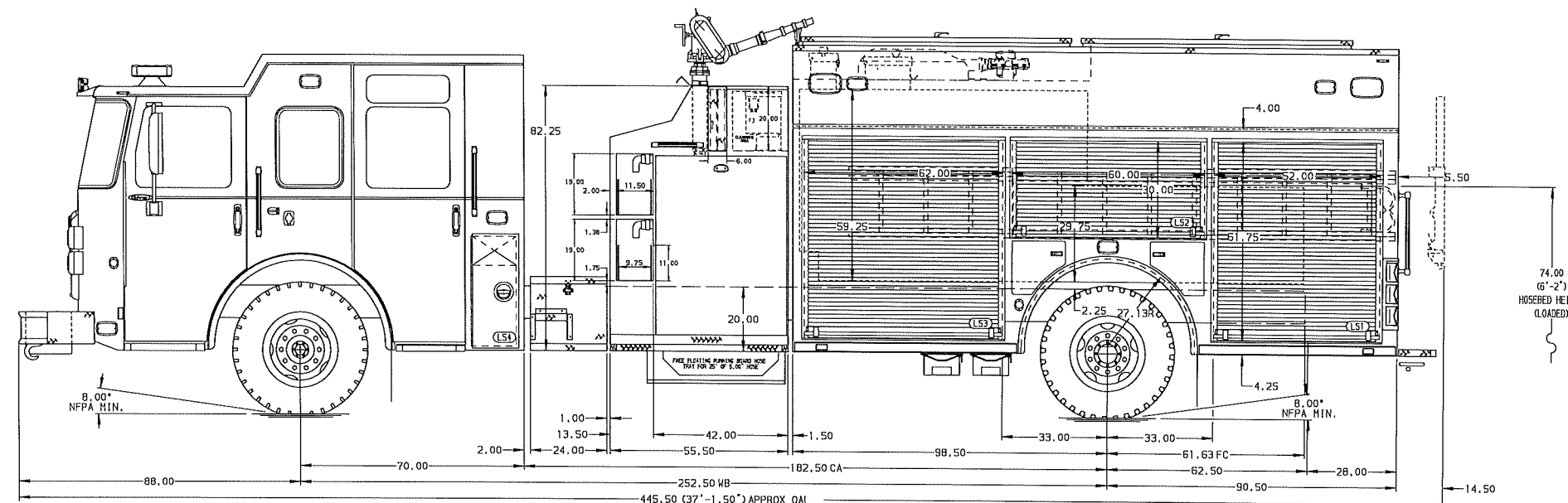
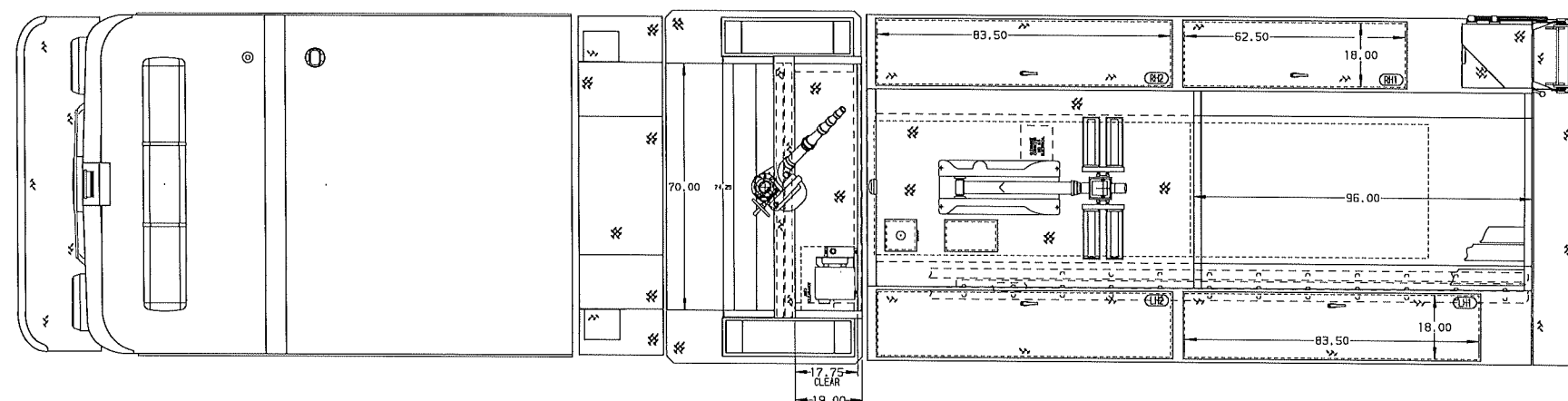
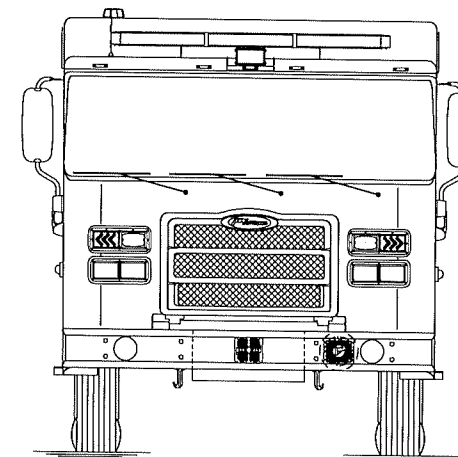
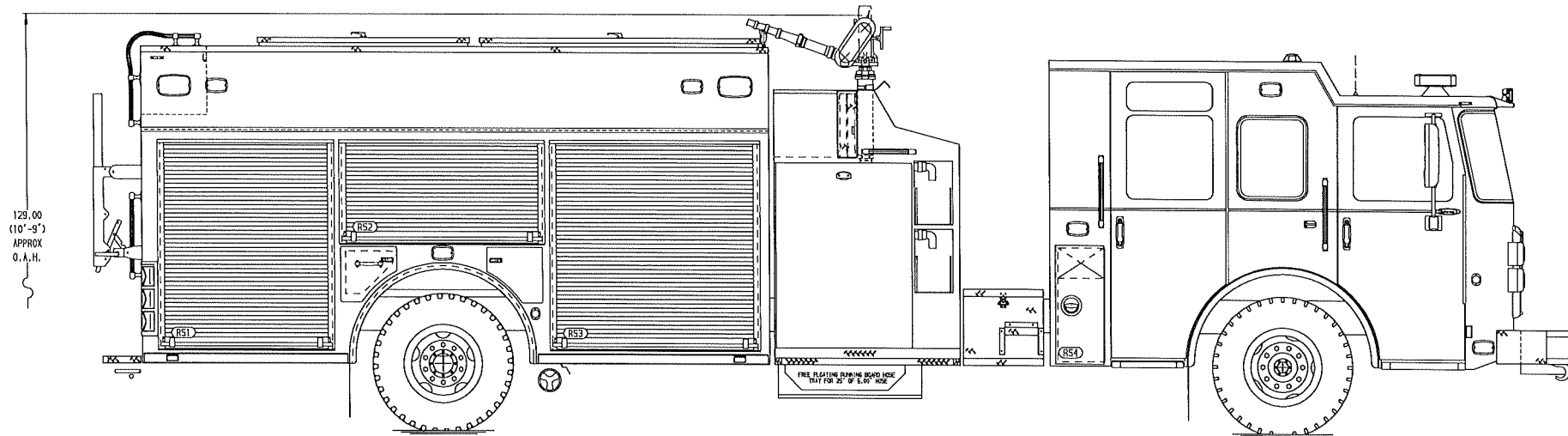
AERIAL: (N/A)

-PROPOSED-  
 KASSON



ROSENBAUER EXT

P8081 03




- HOSEBED CAPACITIES
- ① - 1500' OF 2.50" O.D. POLY HOSE
  - ② - 400' OF 1.50" O.D. POLY HOSE

ALUMINUM BODY

(SIDE ROLL AND FRONTAL IMPACT PROTECTION)

**NOTE**  
DIMENSIONS SHOWN ARE APPROXIMATE  
AND ARE SUBJECT TO MINOR DEVIATIONS  
AS MAY OCCUR OR BE NECESSARY IN  
CONSTRUCTION.  
MINOR DETAILS NOT SHOWN.

CUSTOMER APPROVAL					 MANUFACTURING INC.		JOB NO.	PRELIM
APPROVED BY: _____							SCALE	DATE
DATE: _____							1:24	
				CHASSIS DATA	TITLE	1500-D-1000P, 980G WATER W/ 20G FOAM, 189" HDRP BODY		DRAWN BY
				MAKE		LADDERS IN LS BODY, (2) SPEEDLAYS, (2) HSH, DELUGE		JJB
				PIERCE	FOR	KASSON FIRE DEPARTMENT		19JUL2
				MODEL		BID# 1036		CHECKED BY
						THOMAS SOLAND		-
	-	-	-	ENFORCER	DWG NO.	04-9185		SHEET SIZE
REV	DATE	BY	CH					1 OF 1
								SHEET NO.

## ROSENBAUER AND PIERCE BID COMPARISON

ROSENBAUER		PIERCE	
BID PRICE	\$693,214	BID PRICE	\$694,755
PREPAY DEDUCTION	\$11,900	PREPAY DEDUCTION	\$19,401
PREPAYMENT DUE	\$309,901 due when chassis is complete, approximately 7 months, remainder due upon completion of truck	PREPAYMENT DUE	Due at initial contract signing
PRICE WITH PREPAYMENT	<b>\$681,314</b>	PRICE WITH PERPAYMENT	<b>\$675,354</b>
LIGHT TOWER	DEDUCT \$27,159	LIGHT TOWER	DEDUCT \$15,824.77
MANUAL INTAKES	DEDUCT \$1,279	MANUAL INTAKES	DEDUCT \$4,924.73
MANUAL DECK GUN	DEDUCT \$6,100	MANUAL DECK GUN	DEDUCT \$2,448.00
VINYL HOSE BED COVER	DEDUCT \$3,343	HELMET HOLDERS	DEDUCT \$361.80
OFFICER SCBA SEAT	ADD \$623	RADIO HEADSET	DEDUCT \$13,244.83
		GRAPHICS	DEDUCT \$500.00
PRICE AFTER DEDUCTIONS	<b>\$642,810</b>	PRICE AFTER DEDUCTIONS	<b>\$638,049.87</b>



August 30, 2021

To the attention of Chief Hanson,

This letter is make you aware of my resignation from the City of Kasson Police Department. My employment with the City of Kasson and the Kasson Police Department has been enjoyable, but it's time for me to move on to other opportunities. My last day with the Kasson Police Department will be Friday, September 10, 2021

Sincerely,

A handwritten signature in cursive script, appearing to read 'Krista Weigel', written in dark ink.

Krista Weigel



# KASSON FIRE DEPARTMENT

FIRE ✕ RESCUE ✕ EMS ✕ 101 E. MAIN STREET ✕ KASSON, MN 55944

8/20/2021  
1200 HRS

Kasson Fire Department  
101 E Main St  
Kasson, MN 55944

## Letter of Correspondence & Record

**Subject:** Resignation  
**Staff:** Firefighter – Brent Freerksen

City of Kasson  
401 5<sup>th</sup> St SE  
Kasson, MN 55944  
Attn: City Administrator

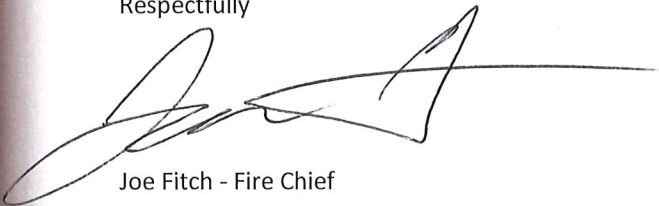
Mr. Ibisch,

This letter of correspondence is to make you aware of the submission and acceptance of the letter of resignation of Firefighter Brent Freerksen, effective September 14, 2021 as a member in good standing. Firefighter Freerksen has been on an approved leave of absence since September 14, 2020.

Submitted for City Administrator approval / endorsement, followed by recommendation to approve at next City of Kasson - Council Meeting.

Should you have any questions – please feel free to contact me @ 507-517-4113 or by email @ [kassonfirechief@kmtel.com](mailto:kassonfirechief@kmtel.com).

Respectfully



Joe Fitch - Fire Chief

**SETTLEMENT AGREEMENT**  
**AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is an agreement between and among Anthony R. Heaser and Amanda Heaser (collectively “Heasers”), Karin L. and Kenneth J. Murry (the “Murrys”) and the City of Kasson (“City”) relating to the claims alleged and defended in an action entitled *Anthony R. Heaser and Amanda Heaser v. City of Kasson, Kenneth J. Murry, and Karin L. Murry*, Dodge County Court File No. 20-CV-20-722 (the “Lawsuit”).

WHEREAS, Heasers raised claims and commenced the Lawsuit against the Murrys and the City;

WHEREAS, the City and Murrys denied all claims or wrongdoing alleged in the Lawsuit; and

WHEREAS, the parties wish to amicably resolve any and all claims among them, now and forever more, IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration for the payment of \$20,000, the City agrees to approve and enter into a Restatement of Encroachment Agreement Permitting Encroachment of Garage in the form and substance of the agreement attached hereto as Exhibit 1. Further, the City hereby releases Heasers and Murrys and their respective agents, administrators, attorneys and/or assigns, together with any and all other persons who are liable, or who are alleged to be liable, or who could be alleged to be liable, from any and all claims, lawsuits, demands and causes of action arising in any way out of the Lawsuit. This release is absolute in nature and extends to all claims which were asserted or could be asserted in the Lawsuit for compensatory damages, punitive damages, interest, attorney’s fees, costs and any and all other types of damages, whether known or unknown.

## **SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

2. In consideration for the City's agreement and action provided in paragraph 1, Heasers, on behalf of themselves, successors, heirs and assigns, do hereby release the City and its employees, agents, attorneys and/or its assigns, together with any and all other persons who are liable, or who are alleged to be liable, or who could be alleged to be liable, from any and all claims, lawsuits, demands and causes of action arising in any way out of the claims raised against the City in the Lawsuit. This release is absolute in nature and extends to all claims which were asserted or could be asserted in the future for compensatory damages, punitive damages, interest, attorney's fees, costs and any and all other types of damages, whether known or unknown.

3. In consideration for the Murrys' \$5,000 contribution to the payment made to the City in paragraph 1 and the Heasers agreement to waive their right to seek sanctions and/or costs against the Murrys in connection with the Lawsuit, the Heasers and the Murrys, on behalf of themselves, successors, heirs and assigns, do hereby mutually release all claims against each other and their respective heirs, agents and attorneys, together with any and all other persons who are liable, or who are alleged to be liable, or who could be alleged to be liable, from any and all claims, lawsuits, demands and causes of action arising in any way out of claims, counterclaims or allegations raised by any and all parties in the Lawsuit. This release is absolute in nature and extends to all claims which were asserted or could be asserted in the future for compensatory damages, punitive damages, interest, attorney's fees, costs and any and all other types of damages, whether known or unknown.

4. The sum provided for in paragraph 1 will be paid to the City by the issuance of a check in the amount of \$15,000.00 on behalf of the Heasers made payable to the City and the

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

issuance of a check in the amount of \$5,000.00 on behalf of the Murrys made payable to the City.

5. The parties further agree, by and through their attorneys, to execute a Stipulation of Dismissal and any and all other documents as may be necessary in order to effectuate a complete dismissal, with prejudice, of all claims that were brought or could have been brought in the civil action now pending in Dodge County District Court entitled *Anthony R. Heaser and Amanda Heaser v. City of Kasson, Kenneth J. Murry, and Karin L. Murry*, Court File No. 20-CV-20-722.

6. In executing this Agreement, the parties acknowledge that they have been advised by legal counsel and that they are not relying on representations or statements made by any of the parties herein released or anyone representing them.

7. The parties also acknowledge that the payment referenced in paragraph 1 and the other consideration provided by the parties is tendered in compromise and settlement of disputed claims and that this payment and consideration shall not be construed as an admission of any liability whatsoever by any of the parties hereto by whom liability is expressly denied.

8. This Settlement Agreement contains and constitutes the entire agreement among the parties. The terms are contractual and not a mere recital.

9. The undersigned agree that this Settlement Agreement shall be interpreted, construed and governed by the laws of the State of Minnesota. It was jointly drafted by the parties and shall not be construed as against either party as the drafter. It may only be modified or amended in a written agreement executed by the parties.

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

10. This Settlement Agreement may be executed in one or more counterparts, each counterpart to be considered an original portion of the Agreement. Signatures delivered by facsimile and/or pdf copy shall have the same force and effect as original signatures.

**SIGNATURES FOLLOW IMMEDIATELY HEREAFTER**

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

\_\_\_\_\_  
Anthony R. Heaser

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Amanda Heaser

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Karin L. Murry

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Kenneth J. Murry

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

CITY OF KASSON

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

**RESTATEMENT OF ENCROACHMENT AGREEMENT  
PERMITTING ENCROACHMENT OF GARAGE**

THIS AGREEMENT is made this \_\_\_\_\_ day of July, 2021, by and between **the City of Kasson**, a municipal corporation under the laws of the State of Minnesota, herein referred to as ("City"), and **Anthony Heaser and Amanda Heaser**, husband and wife, of the City of Kasson, County of Dodge, State of Minnesota, herein referred to as ("Landowners").

**RECITALS**

1. Landowners are the fee owners of real property located at 903 12<sup>th</sup> Avenue NW, Kasson, Minnesota, and legally described as follows:

Lot Four (4), Block Four (4), Bigelow-Voigt Sixth  
Subdivision, in the City of Kasson, Dodge County, Minnesota

herein referred to as ("the Property").

2. The City currently has Drainage and Utility Easements ("Easements") over, under and across a portion of the Property as shown on the Plat known as "Bigelow-Voigt Sixth Subdivision" recorded in the Office of the County Recorder, Dodge County, Minnesota, which Easements are shown on the attached "Exhibit A."

3. There is now erected on the property, a house with an attached garage, the south wall of which encroaches approximately 2.5 feet into the City's Drainage Easement located along the south boundary of the Property as shown on the plat.

4. The City and the prior owners entered into that certain Encroachment Agreement Permitting Encroachment of Garage dated July 11, 2018, and recorded July 16, 2018, as Document Number A 225673 in the office of the Dodge County Recorder.

5. The parties wish to clarify and restate the terms of the permitted encroachment.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:



1. The City acknowledges the encroachment of the garage located on the Property, including eaves and overhangs, into the City's Drainage Easement as depicted on the attached "Exhibit A," for the purpose of using and maintaining Landowners' currently existing garage, to the same extent and manner as the garage now encroaches upon said easement. The Landowner, together with any future owner, shall have the right to repair and/or reconstruct the garage at its expense, only to the same extent and manner as the garage now encroaches upon the easement.

2. The Encroachment Agreement Permitting Encroachment of Garage dated July 11, 2018, and recorded July 16, 2018, as Document Number A 225673 in the office of the Dodge County Recorder is hereby rescinded and terminated and shall be of no further force or effect.

3. Landowners and their successors and assigns do hereby agree to defend, indemnify, and hold the City harmless from all costs, expenses, claims and liability, including attorney's fees, relating to or arising from the use of the area encroached upon by the garage, and shall hold the City harmless from any claim or damages to person or premises resulting from the use, occupancy, and possession thereof by Landowners, including third party claims against flooding issues that may occur due to interference with the easement.

4. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed via certified mail, return receipt requested, to the following:

City of Kasson:      City Administrator  
                                 401 Fifth Street SE  
                                 Kasson, MN 55944

Landowners:        Anthony Heaser and Amanda Heaser  
                                 903 12<sup>th</sup> Avenue NW  
                                 Kasson, MN 55944

or to any heirs, successors or assigns of the City or Landowners, or any future address of the City or Landowners, if the City or Landowners give the other party notice of said change of address as provided pursuant to the provision for notice herein.

5. This agreement, and the terms and conditions contained herein, shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns, forever.

IN WITNESS WHEREOF, the parties executed this Agreement the date and year first above written.

CITY OF KASSON

BY: Its Mayor DATED: \_\_\_\_\_, 2021

BY: Its City Administrator DATED: \_\_\_\_\_, 2021

STATE OF MINNESOTA)

) ss.

COUNTY OF DODGE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2021, by Chris McKern and Timothy Ibisch, the Mayor and City Administrator of the City of Kasson, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

\_\_\_\_\_  
Signature of Notary Public

LANDOWNERS

Anthony Heaser

DATED:....., 2021

Amanda Heaser

DATED:....., 2021

STATE OF MINNESOTA)

) ss.

COUNTY OF DODGE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2021,  
by Anthony Heaser and Amanda Heaser, husband and wife.

Signature of Notary Public

# EXHIBIT A



## Kyle's Plat Service, LLC

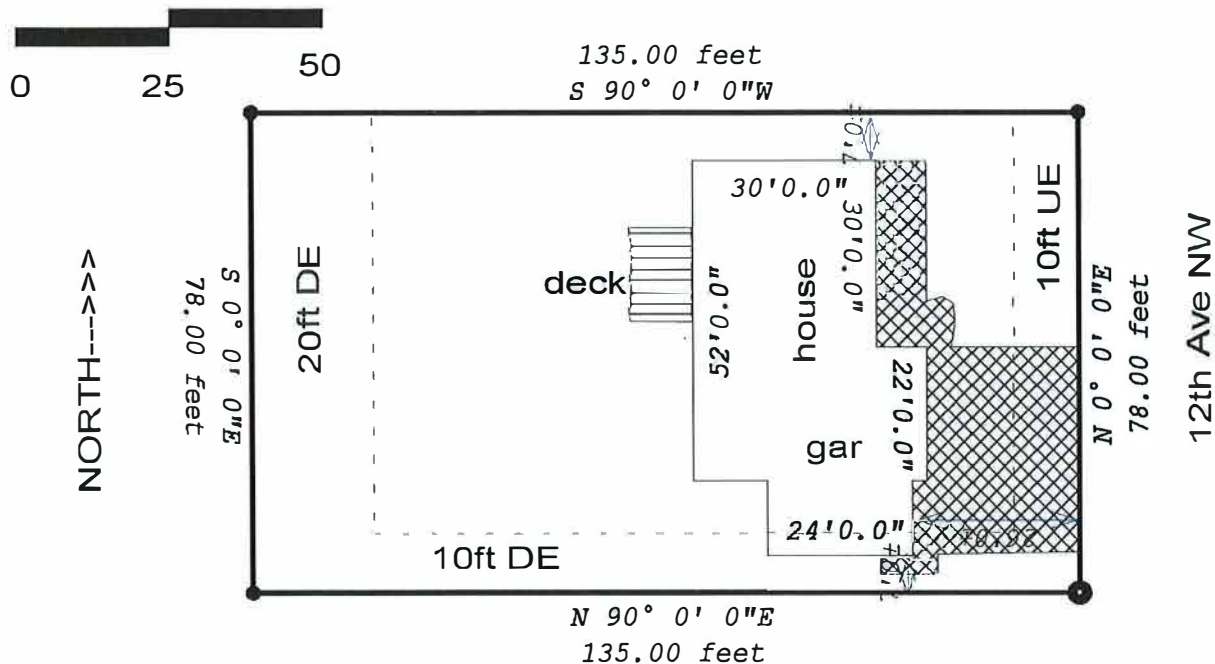
507-951-4605 / kylesplatSERVICE@gmail.com

### Property Inspection Request -

File #: 17404P Date needed by: 07/02/2018 Requested By: Georgine  
Property Address: 903 12th Avenue NW, Kasson, MN 55944  
County: Dodge PID: 24.121.4004  
Legal Description: Lot Four (4), Block Four (4), Bigelow-Voigt Sixth  
Subdivision, in the City of Kasson, Dodge Center, Minnesota

Current Owner's Name: Kenneth J. Murry and Karin L. Murry

New Buyer's Name: Anthony R. Heaser



Type of Home/Bldg: ☐ 1 sty ☐ 1 1/2 sty ☒ 2 sty ☐ Other \_\_\_\_\_  
☒ Frame ☐ Brick ☐ Stucco ☐ Other \_\_\_\_\_  
☒ Single Family ☐ Townhouse ☐ Condo ☐ Other \_\_\_\_\_

Inspection Date: 6/14/18

Garage: ☒ Attached ☐ Not Attached

Alley: ☐ Yes ☒ No

Estimated Age of Improvements: ☐ New Construction ☐ Less Than 6 Mos ☐ 6Mos - 1 Year ☐ 1-5 years ☒ 6+ years

Any Apparent Recent Improvements: ☒ No ☐ Yes

Do Improvements Appear to be within Property Lines? ☐ No ☒ Yes

Do Improvements on Adjoining Property Appear to Encroach: ☒ No ☐ Yes

Any Party Walls? ☒ No ☐ Yes

Apparent Easements: ☐ No ☒ Yes

Access to Property? ☒ Street/Alley ☐ Shared Drive ☐ Access Easement ☐ Other

Any unusual circumstances related to occupancy? ☐ Renter ☐ Unoccupied ☐ Other

Additional Information: The house appears to encroach the south 10ft DE by 3 +/- feet.

This diagram is based on a visual and taped inspection, and is charted to approximate locations and therefore is not a survey. The property dimensions shown are platted or described dimensions and were not field verified. Do not use for the establishment of any fence, building, or other improvement lines.

**Mark R. Becker**  
Attorney

D 612.359.7620  
mbecker@fwhtlaw.com

333 South Seventh Street  
Suite 2600  
Minneapolis, MN 55402  
T 612.359.7600  
F 612.359.7602

fwhtlaw.com

**FABYANSKE  
WESTRA  
HART &  
THOMSON**

August 30, 2021

**Via U.S. Mail and Email**

Melanie Leth  
401 Fifth Street SE  
Kasson, MN 55944

**Re: SETTLEMENT - State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson  
Auto Center, Inc. *et al.*  
District Court File No.: 62-CV-19-876  
Appellate Court Case No.: A20-0653**

Dear Ms. Leth:

We represent Steven Kleiber. You are receiving this letter because you have been identified as the attorney for the City of Kasson ("Kasson"). As you may recall, Mr. Kleiber commenced the above titled *qui tam* action (the "Action") under the Minnesota False Claims Act ("MFCA") related to alleged overcharging by Nelson Auto Center, Inc. ("Nelson Auto") for police and emergency vehicles under state contract numbers 37669 and 83065 (the "Contracts"). Your client, Kasson, was one of the entities Mr. Kleiber asserted claims on behalf of in the Action.

Since commencement of the Action, Mr. Kleiber and Defendants have agreed to settle the Action for a total sum of \$1.1 million. A copy of the Proposed Mediated Settlement Agreement with Exhibits A-E (the "Settlement Agreement") is enclosed. The Settlement Agreement has been submitted to and approved by Judge Thomas A. Gilligan of the Ramsey County District Court. A copy of the District Court's Interim Order approving the Settlement Agreement is also enclosed.

Although set out in detail in the Settlement Agreement, you should be aware that the total amount of the settlement proceeds are to be distributed as follows:

1. \$478,131.50 to entities on whose behalf Mr. Kleiber pursued claims in the Action, such as Kasson;
2. \$200,980.50 to Mr. Kleiber as his distribution pursuant to § 15C.13 of the MFCA;
3. \$34,558.15 to Mr. Kleiber's attorneys, Fabyanske, Westra, Hart & Thomson, P.A. ("FWHT"), for costs incurred in the Action as provided for in § 15C.12 of the MFCA; and

4. \$386,329.85 to FWHT for attorneys' fees incurred in the Action as provided for in § 15C.12 of the MFCA.

Under the terms of the settlement agreement, the distribution amount each individual entity, such as Kasson, is entitled to is \$158.06 per vehicle purchased under the Contracts that Mr. Kleiber identified the respective entity was allegedly overcharged for. The per vehicle amount was determined by taking the total amount to be distributed to the entities (\$478,131.50) and dividing that by the number of vehicles purchased that Mr. Kleiber identified entities were allegedly overcharged on, 3,025.

Mr. Kleiber identified that Kasson was allegedly overcharged on 2 vehicle purchases under the Contracts. Thus, Kasson's distribution under the Settlement Agreement would be \$316.12. A complete calculation of the distribution amount for each entity Mr. Kleiber pursued claims on behalf of in the Action is attached as Exhibit B to the Settlement Agreement.

That being said, while Mr. Kleiber and Defendants have agreed to settle the action, and the District Court has approved their agreement, the terms of the settlement agreement and § 15C.05(a) of the MFCA require both the District Court *and* the Prosecuting Attorney (as defined by § 15C.01 of the MFCA) to consent to the settlement and dismissal of the Action and to provide their reasons for consenting in order for the settlement to be finalized.

To that end, after your review of the enclosed settlement documents and the District Court's Interim Order, we request that you indicate in writing whether your client, Kasson, approves the settlement and the reasons for consenting, or objects to the settlement and the reasons for such objection. To make this election simpler for each entity, the parties may make their respective elections by filling out the form on the following page and returning it by mail or email at the following addresses:

Mailing Address: Fabyanske, Westra, Hart & Thomson, P.A.  
Attn: Mark R. Becker & Alexander B. Athmann  
333 South Seventh Street, Suite 2600  
Minneapolis, MN 55402

Bassford Remele, P.A.  
Attn: Jonathan P. Norrie  
100 South Fifth Street, Suite 1500  
Minneapolis, MN 55402

Neaton & Puklich, P.L.L.P.  
Attn: Michael L. Puklich  
7975 Stone Creek Drive, Suite 120  
Chanhassen, MN 55317

Email Address: mbecker@fwhtlaw.com  
aathmann@fwhtlaw.com

jnorrie@bassford.com  
mic@neatonpuklich.com

Of course, if Kasson wishes to submit its own written response, providing for either its approval or objection to the Settlement Agreement and its reasons for such election rather than submit the provided form, it is welcome to do so. You and Kasson should also be aware that under the terms of the Settlement Agreement, if Kasson does not submit an objection within 60 days after receiving this notice, Kasson will be deemed to have approved the settlement. Prior to the expiration of the 60 day period, if Kasson is unable to resolve its objection with Mr. Kleiber's counsel and Defendants' counsel, Kasson must file its objection in Ramsey County District Court, case number 62-CV-19-876.

If you have any questions regarding this letter, the Settlement Agreement, or the Action in general, please feel free to contact myself or my colleague Alex Athmann (aathmann@fwhtlaw.com).

Sincerely,



Mark R. Becker

MRB/

Encl.

cc: Alex Athmann (aathmann@fwhtlaw.com)

Jonathan Norrie (jnorrie@bassford.com)

Mic Puklich (puklich@gmail.com)

### SETTLEMENT ELECTION FORM

☐ I, \_\_\_\_\_, Prosecuting Attorney for \_\_\_\_\_, approve the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated August 20, 2021 pursuant to Minn. Stat. § 15C.05(a). The reasons for my consent to the settlement and dismissal of the action, on behalf of the City of Kasson, are as set forth in Exhibit D to the Proposed Mediated Settlement Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

☐ I, \_\_\_\_\_, Prosecuting Attorney for \_\_\_\_\_, object to the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated August 21, 2021 for the following reasons:

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Date: \_\_\_\_\_ Signature: \_\_\_\_\_



STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT  
CASE TYPE: OTHER

State of Minnesota, *et al.*,  
*ex. rel.* Steven Kleiber,

District Court File No. 62-CV-19-876  
Judge Thomas A. Gilligan  
Court of Appeals File No. A20-0653

Plaintiffs,

vs.

**INTERIM ORDER REGARDING PROPOSED  
MEDIATED SETTLEMENT AGREEMENT**

Nelson Auto Center, Inc., Brent Nelson,  
Laurel Nelson, Gerald Worner, Melissa  
Nelson (a/k/a Melissa Hull), Melissa Larson,  
and Susan Kugler,

Defendants.

This matter came on hearing before the undersigned on August 16, 2021, upon Plaintiff Steven Kleiber's ("Mr. Kleiber"), as *qui tam* relator, and Defendants' joint motion for approval of a proposed mediated settlement agreement pursuant to Minn. Stat. § 15C.05(a) (the "Agreement"). Mr. Kleiber was represented by attorneys Mark Becker and Alex Athmann. Defendants Nelson Auto Center, Inc., Brent Nelson, Laurel Nelson, Melissa Nelson, Melissa Larson, and Susan Kugler were represented by attorney Jonathan Norrie. Defendant Gerald Worner was represented by attorney Michael Puklich.

Based on the files, records, and proceedings herein, and the arguments of counsel at the hearing, the Court makes the following interim order:

**FINDINGS IN SUPPORT OF APPROVAL OF THE AGREEMENT AND CONSENTING  
TO VOLUNTARY DISMISSAL OF THE ACTION**

Section 15C.05(a) of the Minnesota False Claims Act provides that an action may be voluntarily dismissed if this Court and the Prosecuting Attorneys provide written consent and the reasons for consenting. Accordingly, the undersigned provides the following statement of reasons for approving the Agreement and consenting to the voluntary dismissal of the action.

1. In this Action, Plaintiff, Steven Kleiber, as *qui tam* relator sought certain damages and recoveries under the Minnesota False Claims Act on claimed overcharges on 3,025 police vehicle transactions. Plaintiff's claims included a calculation of what Plaintiff described as additional amounts to be reimbursed in excess of the Total Bid Constant amount set forth in the applicable contracts. Plaintiff calculated the basic damage amount of \$586,947.01 for this portion of Plaintiff's claim. Thus, per car, the Plaintiff sought additional reimbursements of approximately \$194.03 per vehicle for the 3,025 transactions in question. Plaintiff also sought other recoveries under the terms of the Minnesota False Claims Act. Defendants disputed and denied Plaintiff's claims.

2. The Defendants and Plaintiff mediated the case and have reported that they have reached a settlement that takes into consideration the risks, rewards, and uncertainties of litigation, which settlement is conditioned on this Court consenting to dismissal of the Action as a result of the settlement.

3. Based on the complexity of the disputed facts, the novel issues presented in this Action, the parties' willingness to settle the matter, and the uncertainties of litigation, the court finds a settlement that affords a significant net recovery to the Public Entities reasonable and beneficial to the public interest.

4. The court finds that the Public Entities will receive additional reimbursements of \$478,131.50, which corresponds to a net rate of recovery of \$158.06 per car. The recovery for the Public Entities of nearly 81.5% of the basic damage of \$586,947.01 calculated by Plaintiff reasonable and beneficial to the public interest under the circumstances.

5. Because no Entities intervened in this Action, Plaintiff's distribution pursuant to Minn. Stat. § 15C.13 is to be not less than 25% and not more than 30% of any recovery of the civil penalty and damages or settlement. Plaintiff, Mr. Kleiber, substantially and significantly contributed to the conduct of the action, and the overall success of the claims he pursued in the Action.

6. After Mr. Kleiber first reported his knowledge to the authorities, Nelson Auto made initial reimbursements of more than \$800,000.00 to certain of the Entities based on certain audits performed by the Minnesota Department of Administration. The settlement will yield \$679,112.00 after accounting for attorneys' fees and costs to be shared between Plaintiff and the Public Entities. Accordingly, more than \$1,479,112.00 has been recovered net of attorneys' fees and costs.

7. Mr. Kleiber claims a right to distribution under Minn. Stat. § 15C.13 on only the additional amounts, not the total amount of recovery. The court finds Mr. Kleiber's approach reasonable. The settlement provides Mr. Kleiber a reasonable contribution of approximately 29.595% of the \$679,112.00 additional amounts recovered in this Action as a reward for his contributions. Thus, the Entities will receive 70.405% of the total recovery net of attorneys' fees and costs, or \$478,131.50, and Mr. Kleiber will receive \$200,980.50. The court finds this allocation reasonable.

8. As set forth in Minn. Stat. § 15C.12, the settlement provides for the payment of reasonable attorneys' fees and costs. Plaintiff provided a detailed attorneys' fee affidavit showing

reasonable attorneys' fees of \$474,234.05. Based on the complexity of the case, the novel and difficult issues presented, the skill needed to perform the legal services, the amount of time devoted, the amounts involved, the results obtained, the experience, reputation, and skill of the attorneys, and the challenging nature of this case, as described in the fee affidavit, to which there was no objection, the court finds that the Plaintiff's attorneys fees of \$474,234.05 are reasonable. Making further reasonable adjustments to reasonably align the fees with the success for the Public Entities, the Agreement provides for attorneys' fees of \$386,329.85, or approximately 81.5%, which the court also finds to be reasonable. Based on Plaintiff's fee affidavit, the court finds Plaintiff's costs of \$34,558.15 to be reasonable.

Now, therefore, based upon these findings the Court makes the following:

### **ORDER**

1. The Agreement is hereby approved by the Court on interim basis;
2. Upon issuance of this Order, Mr. Kleiber shall notify the Entities on whose behalf he asserted claims in this action as a *qui tam* relator of the settlement by providing the each of the Entities a letter in the form of Exhibit A ("Exhibit A") to the Agreement as well as a copy of this Order, which is incorporated into the Agreement as Exhibit D.
3. Following receipt of Exhibit A to the Agreement and this Order (receipt of which shall be deemed to have occurred within five (5) days of the deposit of such documents in the United States mail, postage pre-paid), an Entity and Prosecuting Attorney's written consent to dismissal and the reasons for consenting shall be deemed given under Minn. Stat. § 15C.05(a) if the Entity or its Prosecuting Attorney provides no timely written objection to the Agreement under the procedures specified in Exhibit A within 60 days of receipt of the same, or if the Entity provides

no timely written opt-out of the Agreement under the procedures specified in Exhibit A within 60 days of receipt of the same, or if the Entity affirmatively opts in.

4. If no Entity objects or opts-out of the Agreement within the 60-day period in accordance with the procedures set forth in Exhibit A, and the respective counsel for Mr. Kleiber and Defendants inform the Court of that fact in writing, the Court shall immediately enter an order finalizing approval of the Agreement and determining that all Entities and Prosecuting Attorneys have consented to the Agreement and provided reasons for consent under Minn. Stat. § 15C.05(a).

5. If an Entity objects to or opts-out of the Agreement and such objection or opt-out cannot be resolved by the parties and the Entity, a hearing before this Court to address any objections or opt-outs shall be held on November 15, 2021 at 1:30 p.m.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

District Court Judge

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: OTHER

---

State of Minnesota, *et al.*,  
*ex. rel.* Steven Kleiber,

District Court File No. 62-CV-19-876

Judge Thomas A. Gilligan

Court of Appeals File No. A20-0653

Plaintiffs,

**PROPOSED MEDIATED SETTLEMENT  
AGREEMENT**

vs.

Nelson Auto Center, Inc., Brent Nelson,  
Laurel Nelson, Gerald Worner, Melissa  
Nelson (a/k/a Melissa Hull), Melissa  
Larson, and Susan Kugler,

Defendants.

---

**RECITALS**

A. Steven Kleiber, as qui tam relator, on behalf of the state of Minnesota and other state and local governmental entities (“Plaintiff”) commenced this action (the “Action”) pursuant to the Minnesota False Claims Act, Minn. Stat. § 15C.01, *et seq.* (“Minnesota False Claims Act”): against Nelson Auto Center, Inc., Brent Nelson, Laurel Nelson, Gerald Worner, Melissa Nelson (a/k/a Melissa Hull), Melissa Larson, and Susan Kugler (“Defendants”), on behalf of the state of Minnesota, 248 cities, counties, and state agencies (the “Entities” collectively, and an “Entity” individually) pursuing claims related to overcharges on 3,025 Ford police vehicle transactions purchased by the Entities pursuant to the terms of contracts established by the Minnesota Department of Administration, including contract Nos. 37669 and 83065 respectively (the “Transactions”). Plaintiff’s claims are further set forth in the Plaintiff’s First Amended Complaint.

B. Plaintiff commenced the Action in Ramsey County District Court as Case No. 62-CV-19876 (the “Action”).

C. Defendants dispute and deny the claims asserted by the Plaintiff in the Action.

D. None of the Entities intervened in the Action. Accordingly, under Minn. Stat. § 15C.08(a) Plaintiff has the same rights in conducting the Action as the Entities’ Prosecuting Attorneys would have.

E. Defendants filed a motion to dismiss the Action. By order dated March 10, 2020, District Court Judge Thomas Gilligan granted the motion and dismissed the Action. Plaintiff subsequently appealed.

F. Oral argument was held before the Minnesota Court of Appeals on December 2, 2020.

G. Given the uncertainties and costs of litigation, including further potential appeal to the Minnesota Supreme Court, the Parties agreed to mediate the Action before Rule 114 Neutral Greg Weyandt on February 1, 2021.

H. As a result of mediation, and in order to eliminate the uncertainties and costs of further litigation and appeal, the undersigned Parties have prepared this Proposed Mediated Settlement Agreement (“Agreement”) to provide for the dismissal of the action under Minn. Stat. § 15C.05(a) in exchange for the consideration provided for herein.

I. A decision from the Minnesota Court of Appeals was pending as of this Proposed Mediated Settlement.

J. Through this Agreement the Parties desire to resolve any and all claims that were or could have been asserted in the Action with the consent of the District Court

and the consent of the Prosecuting Attorneys for the Entities as set forth herein to the extent necessary under Minn. Stat. §15C.12 recognizing that Plaintiff's rights to conduct the Action are as set forth in Minn. Stat. §15.08.

NOW THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, the Parties agree as follows.

1. Pursuant to Minn. Stat. § 15C.05(a) this Agreement, which provides for and requires the entry of a voluntary dismissal of the Action with prejudice (including the dismissal of the pending appeal), shall become effective upon a Final Order for Approval of the District Court, and the execution of Plaintiff, his counsel, and Defendants. If the Interim Order provided for in Paragraph 2 below, or the Final Order for Approval of the District Court is not obtained, then this Agreement shall be void and of no force or effect.

2. Plaintiff and Defendants shall jointly file this Agreement with the District Court and request that the Court promptly issue an Interim Order approving its terms and executing Exhibit D. Within 30 days after the District Court issues an Interim Order approving this Agreement and executing Exhibit D, Plaintiff shall provide written notice in the form attached as Exhibit A, shall provide a copy of this Agreement, and a copy of the Interim Order and Exhibit D by first class mail to the Prosecuting Attorneys for the Entities and the Entities, the names and addresses of which are set forth in Exhibit B to the best of the Parties' knowledge, information, and belief. Receipt shall be deemed to have occurred within five (5) days of the deposit of the written notice required by this Paragraph 2 in the United States mail, postage pre-paid. A courtesy copy of the written notice required by this Paragraph 2 shall be provided by Plaintiff via e-mail, if known, to the Prosecuting Attorneys for the Entities.



3. Recognizing Plaintiff's rights under Minn. Stat. § 15C.08 to conduct the Action due to the non-intervention of the Entities, the following procedure is to be used to provide a reasonable basis for obtaining any necessary further consents under Minn. Stat. § 15.05(a). To the fullest extent permitted under Section 15C.08 of the Minnesota False Claims Act, Plaintiff's reasons for consent are as set forth in Exhibit D. An Entity and Prosecuting Attorney's written consent to dismissal and the reasons for consenting shall be deemed given under Minn. Stat. § 15C.05(a) if the Entity or its Prosecuting Attorney provides no timely written objection under the procedures specified in Exhibit A, or if the Entity provides no timely written opt-out under the procedures specified in Exhibit A, or if the Entity affirmatively opts in. Prosecuting Attorneys reasons for consenting shall be deemed to be as set forth in Exhibit D. An objection or opt-out is untimely if not served upon Counsel for the Defendants and the Plaintiff and filed with the District Court within 60 days of receipt of Exhibit A.

4. If a Prosecuting Attorney for any Entity or any Entity timely objects to the Agreement or timely elects to opt-out, the Plaintiff and Defendants shall make reasonable efforts, which efforts shall not involve the payment of any settlement funds in addition to those set forth in Paragraph 5, the reallocation or reduction of the settlement funds as set forth in Paragraph 6, or the reduction in the scope of the Releases set forth in Paragraphs 8 or 12, to resolve any objections and any opt-outs made by an Entity or a Prosecuting Attorney for any Entity. If, within 30 days after an Entity or Prosecuting Attorney for an Entity timely objects or opts-out, the Entity or Prosecuting Attorney for an Entity and counsel for the undersigned Parties do not agree in writing that all of the Entity's

objections and opt outs are resolved and withdrawn, this Agreement shall be void and of no force or effect.

5. Upon expiration of all 60 day notice periods to Entities as described in paragraph 3 above, and provided that no Entity or Prosecuting Attorney timely objected or opted out, or provided that any timely objections or opt-outs were timely resolved and withdrawn in a writing as provided in paragraph 4 above, the Parties shall jointly request that the District Court issue a Final Order for Approval approving the terms of this Agreement and determining that all Entities and Prosecuting Attorneys have consented to the Agreement and provided reasons for consent under Minn. Stat. § 15C.05(a). Within (30) days after the District Court issues a Final Order for Approval the Defendants shall pay the total sum of one million one hundred thousand dollars and no cents (\$1,100,000.00) (“the settlement funds”), which amount shall be paid by the Defendants as follows: (a) Nelson Auto Center, Inc., Brent Nelson, Laurel Nelson, Melissa Nelson (a/k/a Melissa Hull), Melissa Larson, and Susan Kugler will pay \$850,000.00 and Gerald Worner shall pay \$250,000. The settlement payment shall be paid to the trust account of Fabyanske, Westra, Hart & Thomson, PA.

6. Upon receiving the Final Order for Approval, the settlement funds shall be paid to the attorney trust account of Fabyanske, Westra, Hart & Thomson, PA, and shall be disbursed and allocated as follows:

a. Four-Hundred Seventy-Eight Thousand One-Thirty One Dollars and Fifty Cents (\$478,131.50) shall be disbursed to the Entities pursuant to the list attached as Exhibit B, at a rate of \$158.06 per police vehicle purchased for the 3,025 transactions at issue in the First Amended Complaint. The notice form attached as Exhibit C will be

used to transmit the disbursement checks to the Entities. Plaintiff's counsel shall make all required disbursements to all Entities within 30 days following receipt of funds and shall confirm the same in writing to counsel for Defendants and file a report of distribution with the Court within 40 days following receipt of funds;

b. Two-Hundred Thousand Nine-Hundred and Eighty Dollars and Fifty Cents (\$200,980.50) shall be disbursed to the attorney trust account of Fabyanske, Westra, Hart & Thomson, PA for Plaintiff's (Mr. Kleiber's) distribution under Minn. Stat. § 15C.13;

c. Thirty-Four Thousand Five-Hundred and Fifty-Eight Dollars and Fifteen Cents (\$34,558.15) shall be disbursed to the attorney trust account of Fabyanske, Westra, Hart & Thomson, PA for costs pursuant to Minn. Stat. § 15C.12;

d. Three Hundred Eighty-Six Thousand Three-Hundred Twenty-Nine Dollars and Eighty-Five Cents (\$386,329.85) shall be disbursed to the attorney trust account of Fabyanske, Westra, Hart & Thomson, PA for attorneys' fees pursuant to Minn. Stat. § 15C.12.

7. Conditioned upon receipt of the settlement funds as specified in paragraph 5 and upon the filing of the report of distribution as required by Paragraph 6.A, the Plaintiff's claims against the Defendants as asserted in the First Amended Complaint and in the Action shall be deemed fully paid, satisfied and released. The Parties shall file an appropriate stipulation to dismiss the Action with prejudice and to dismiss the pending appeal no later than 30 days after the settlement funds are received by Plaintiff's counsel and after the report of distribution as required by Paragraph 6.A. is made; and the Parties

shall request the District Court dismiss this action with prejudice based on said stipulation.

8. Conditioned upon receipt of the settlement Funds as specified in paragraph 5, Plaintiff, on his behalf, and to the fullest extent under the Minnesota False Claims Act including, without limitation, pursuant to his rights to conduct the Action as set forth in Minn. Stat. § 15C.08, on behalf of the Entities, fully and finally releases and discharges Defendants (including without limitation their employees, agents, representatives, officers, owners, directors, affiliates, subsidiaries, heirs, successors, and assigns) from any and all claims Plaintiff made or could have made in the Action individually or on behalf of any Entity against Defendants, whether such claims were known or unknown. Plaintiff agrees not to commence any new lawsuits or claims, individually or on behalf of any other person or governmental entity (including the Entities identified in this litigation), against any Defendant arising out of or in any way relating to any sales made by any Defendant to any public entity or entities including, but not limited to, sales to any public entity of the state of Minnesota and all Entities identified in this litigation. Plaintiff understands that he or the Entities may later discover claims or facts that may be different from, or in addition to, those that it or any other Entity now knows or believes to exist regarding claims or potential claims against the Defendants.

9. Except for the public statement set forth in Exhibit E, which may only be posted on the Fabyanske firm web site and not otherwise published or disseminated, and reporting required by Minn. Stat. § 15C.16, Plaintiff and his counsel represent and agree that since February 1, 2021, they have not, and in the future will not make any further statements, announcements, press releases, or disclosures of information of any kind to

the news media, on any social media, or on any website regarding this Agreement, any Interim or Final Order Approving the Agreement, or the settlement or dismissal of the Action. If contacted by any member of the media, neither Plaintiff nor his counsel (which includes all persons at counsel's law firm) shall provide or communicate any information other than the following: "The parties reached a settlement to avoid the costs and uncertainties of further appeals and litigation. We are pleased to have reached a settlement that provides funds to Minnesota cities and towns in a case that was originally dismissed by the trial court."

10. The parties agree that the mediator has no duty to protect their interests or provide the parties advice about their legal rights; signing a mediated settlement agreement may adversely affect the parties' legal rights, and the parties have consulted their attorneys before signing this proposed mediated settlement agreement with respect to their rights and the meaning of this agreement.

11. Pursuant to Minn. Stat. § 15C.05(a), the Entity's Prosecuting Attorneys' reasons for consenting are set forth in Exhibit A and Exhibit D, and deemed given if no objection or opt-out to Exhibit A is timely received, if timely objections or opt-outs are timely resolved and withdrawn in writing under paragraph 4 above, or if the Entity affirmatively opts-in. Pursuant to Minn. Stat. § 15C.05(a) the Court's reasons for consenting to this Agreement and any dismissal are set forth in Exhibit D.

12. Conditioned upon the receipt of settlement Funds as specified in paragraph 5, Steven Kleiber individually releases and agrees that he will not prosecute or pursue any claim as *qui tam* relator of any nature whatsoever, whether or not now known, suspected, or claimed, against the Defendants arising out of the Transactions or other

vehicle sales by Defendants to other public entities. Additionally, Kleiber specifically releases, waives, and forever discharges the Defendants (including without limitation their employees, agents, representatives, officers, owners, directors, affiliates, subsidiaries, heirs, successors, and assigns) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or equity (collectively, “Claims”), which Kleiber ever had, now have, or hereafter can, shall, or may have against any of such Defendants for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Agreement.

Kleiber acknowledges that this release and non-prosecution provision is intended to be construed broadly and applies to all claims Kleiber may have individually or claims Kleiber could possibly bring as a “relator” as Kleiber did in this case. Kleiber agrees and acknowledges that the Defendants are settling a disputed claim and that this individual release and agreement not to prosecute is a material term. The Parties agree that nothing contained in this paragraph shall release the Parties from any claims made for a breach of this Agreement.

13. No Admission of Liability. It is specifically understood and agreed that this Agreement is a compromise of disputed claims and does not constitute and shall not

constitute and shall not be construed as an admission of liability or fault whatsoever on the part of either or any of the undersigned Defendants.

14. Costs and Fees. This settlement funds described in paragraph 6 include all costs and fees recoverable by any party and no other costs or fees shall be awarded to any party.

15. Authority of the Parties. Each party represents and warrants that as of the date of the execution of this Agreement, they have the right and authority consistent with applicable law to execute this Agreement on their behalf, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand relating to any rights rendered by virtue of this Agreement.

16. Voluntariness. Each party declares that he knows and understands the contents of this Agreement, and that this Agreement has been executed voluntarily.

17. This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

18. Counterparts and Electronic Signature. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. The parties agree that this Agreement may be signed electronically. The parties intend to use an electronic signature as the legally binding equivalent of a handwritten signature. The parties may sign electronically by any words, electronic sound, symbol or process attached to or logically associated with the additional terms and indicating acceptance. This provision shall be construed in accordance with the “e-signature” laws of Minnesota.

FOR SETTLEMENT PURPOSES ONLY

Dated: 8-4-2021

Signature:   
By: Steven Kleiber

**NELSON AUTO CENTER, INC.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Brent Nelson

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Laurel Nelson

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Gerald Worner

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Melissa Nelson (a/k/a Melissa Hull)

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Melissa Larson

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Susan Kugler



Exhibit A

Notice Letter

[DATE]

[INSERT CONTACT INFORMATION]

**Re: SETTLEMENT - State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*  
District Court File No.: 62-CV-19-876  
Appellate Court Case No.: A20-0653**

Dear [Insert Name]:

We represent Steven Kleiber. You are receiving this letter because you have been identified as the attorney for [insert entity name]. As you may recall, Mr. Kleiber commenced the above titled *qui tam* action (the “Action”) under the Minnesota False Claims Act (“MFCA”) related to alleged overcharging by Nelson Auto Center, Inc. (“Nelson Auto”) for police and emergency vehicles under state contract numbers 37669 and 83065 (the “Contracts”). [Your client, (insert entity name)], was one of the entities Mr. Kleiber asserted claims on behalf of in the Action.

Since commencement of the Action, Mr. Kleiber and Defendants have agreed to settle the Action for a total sum of \$1.1 million. A copy of the Proposed Mediated Settlement Agreement with Exhibits A-E (the “Settlement Agreement”) is enclosed. The Settlement Agreement has been submitted to and approved by Judge Thomas A. Gilligan of the Ramsey County District Court. A copy of the District Court’s Interim Order approving the Settlement Agreement is also enclosed.

Although set out in detail in the Settlement Agreement, you should be aware that the total amount of the settlement proceeds are to be distributed as follows:

1. \$478,131.50 to entities on whose behalf Mr. Kleiber pursued claims in the Action, such as [insert entity/your client];
2. \$200,980.50 to Mr. Kleiber as his distribution pursuant to § 15C.13 of the MFCA;
3. \$34,558.15 to Mr. Kleiber’s attorneys, Fabyanske, Westra, Hart & Thomson, P.A. (“FWHT”), for costs incurred in the Action as provided for in § 15C.12 of the MFCA; and
4. \$386,329.85 to FWHT for attorneys’ fees incurred in the Action as provided for in § 15C.12 of the MFCA.

Under the terms of the settlement agreement, the distribution amount each individual entity, such as [your client], is entitled to is \$158.06 per vehicle purchased under the Contracts that Mr. Kleiber identified the respective entity was allegedly overcharged for. The per vehicle amount was determined by taking the total amount to be distributed to the entities (\$478,131.50) and dividing that by the number of vehicles purchased that Mr. Kleiber identified entities were allegedly overcharged on, 3,025.

Mr. Kleiber identified that [insert entity name] was allegedly overcharged on [insert number] of vehicle purchases under the Contracts. Thus, [insert entity name] distribution under the Settlement Agreement would be [insert amount]. A complete calculation of the distribution amount for each entity Mr. Kleiber pursued claims on behalf of in the Action is attached as Exhibit B to the Settlement Agreement.

That being said, while Mr. Kleiber and Defendants have agreed to settle the action, and the District Court has approved their agreement, the terms of the settlement agreement and § 15C.05(a) of the MFCA require both the District Court *and* the Prosecuting Attorney (as defined by § 15C.01 of the MFCA) to consent to the settlement and dismissal of the Action and to provide their reasons for consenting in order for the settlement to be finalized.

To that end, after your review of the enclosed settlement documents and the District Court's Interim Order, we request that you indicate in writing whether your client, [insert entity name], approves the settlement and the reasons for consenting, or objects to the settlement and the reasons for such objection. To make this election simpler for each entity, the parties may make their respective elections by filling out the form on the following page and returning it by mail or email at the following addresses:

Mailing Address: Fabyanske, Westra, Hart & Thomson, P.A.  
Attn: Mark R. Becker & Alexander B. Athmann  
333 South Seventh Street, Suite 2600  
Minneapolis, MN 55402

Bassford Remele, P.A.  
Attn: Jonathan P. Norrie  
100 South Fifth Street, Suite 1500  
Minneapolis, MN 55402

Neaton & Puklich, P.L.L.P.  
Attn: Michael L. Puklich  
7975 Stone Creek Drive, Suite 120  
Chanhassen, MN 55317

Email Address: mbecker@fwhtlaw.com  
aathmann@fwhtlaw.com  
jnorrie@bassford.com  
mic@neatonpuklich.com

Of course, if [insert entity name] wishes to submit its own written response, providing for either its approval or objection to the Settlement Agreement and its reasons for such election rather than submit the provided form, it is welcome to do so. You and [insert entity name] should also be aware that under the terms of the Settlement Agreement, if [insert entity name] does not submit an objection within 60 days after receiving this notice, [insert entity name] will be deemed to have approved the settlement. Prior to the expiration of the 60 day period, if [insert entity name] is unable to resolve its objection with Mr. Kleiber's counsel and Defendants' counsel, [insert entity] must file its objection in Ramsey County District Court, case number 62-CV-19-876.

If you have any questions regarding this letter, the Settlement Agreement, or the Action in general, please feel free to contact myself or my colleague Alex Athmann (aathmann@fwhtlaw.com).

Sincerely,

Mark R. Becker

MRB/

Encl.

cc: Alex Athmann (aathmann@fwhtlaw.com)

Jonathan Norrie (jnorrie@bassford.com)

Mic Puklich (puklich@gmail.com)

## SETTLEMENT ELECTION FORM

☐ I, \_\_\_\_\_, Prosecuting Attorney for \_\_\_\_\_, approve the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated [insert date of order] pursuant to Minn. Stat. § 15C.05(a). The reasons for my consent to the settlement and dismissal of the action, on behalf of [insert entity name], are as set forth in Exhibit D to the Proposed Mediated Settlement Agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

☐ I, \_\_\_\_\_, Prosecuting Attorney for \_\_\_\_\_, object to the settlement and dismissal of the action titled State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.*, court file no. 62-CV-19-876, under the terms of the Proposed Mediated Settlement Agreement approved by the Ramsey County District Court in its Interim Order dated [insert date of order] for the following reasons:

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Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Exhibit B

### Distribution to Entities

Entity	Number of Vehicles	Percentage of Total Number of Vehicles (3,025 Total No. of Vehicles)	Share of Proceeds (\$158.06/Vehicle)
Ada	1	0.0331%	\$ 158.06
Aitkin County	1	0.0331%	\$ 158.06
Albert Lea	10	0.3306%	\$ 1,580.60
Alexandria	6	0.1983%	\$ 948.36
Amboy	1	0.0331%	\$ 158.06
Andover	2	0.0661%	\$ 316.12
Annandale	1	0.0331%	\$ 158.06
Anoka	9	0.2975%	\$ 1,422.54
Anoka County	43	1.4215%	\$ 6,796.58
Anoka-Champlin Fire Department	1	0.0331%	\$ 158.06
Apple Valley	26	0.8595%	\$ 4,109.56
Appleton	2	0.0661%	\$ 316.12
Audubon	1	0.0331%	\$ 158.06
Austin	9	0.2975%	\$ 1,422.54
Avon	1	0.0331%	\$ 158.06
Bagley	2	0.0661%	\$ 316.12
Barnesville	3	0.0992%	\$ 474.18
Battle Lake	2	0.0661%	\$ 316.12
Baudette	2	0.0661%	\$ 316.12
Baxter	3	0.0992%	\$ 474.18
Becker	3	0.0992%	\$ 474.18
Becker County	20	0.6612%	\$ 3,161.20
Beltrami County	15	0.4959%	\$ 2,370.90
Bemidji	14	0.4628%	\$ 2,212.84
Benson	2	0.0661%	\$ 316.12
Benton County	14	0.4628%	\$ 2,212.84
Big Lake	9	0.2975%	\$ 1,422.54
Blaine	1	0.0331%	\$ 158.06
Bloomington	59	1.9504%	\$ 9,325.54
Brainerd	3	0.0992%	\$ 474.18
Breckenridge	5	0.1653%	\$ 790.30
Breezy Point	6	0.1983%	\$ 948.36
Brooklyn Center	20	0.6612%	\$ 3,161.20
Brooklyn Park	56	1.8512%	\$ 8,851.36
Brown County	2	0.0661%	\$ 316.12
Burnsville	28	0.9256%	\$ 4,425.68
Caledonia	2	0.0661%	\$ 316.12
Callaway	2	0.0661%	\$ 316.12
Cambridge	6	0.1983%	\$ 948.36
Canby	2	0.0661%	\$ 316.12
Cannon Falls	3	0.0992%	\$ 474.18
Carlton County	4	0.1322%	\$ 632.24
Carver County	26	0.8595%	\$ 4,109.56
Cass County	24	0.7934%	\$ 3,793.44
Central Lakes College	1	0.0331%	\$ 158.06
Chaska	7	0.2314%	\$ 1,106.42

Entity	Number of Vehicles	Percentage of Total Number of Vehicles (3,025 Total No. of Vehicles)	Share of Proceeds (\$158.06/Vehicle)
Chatfield	2	0.0661%	\$ 316.12
Chisago County	25	0.8264%	\$ 3,951.50
Clay County	24	0.7934%	\$ 3,793.44
Columbia Heights	11	0.3636%	\$ 1,738.66
Cook County	10	0.3306%	\$ 1,580.60
Coon Rapids	21	0.6942%	\$ 3,319.26
Corcoran	6	0.1983%	\$ 948.36
Cottage Grove	21	0.6942%	\$ 3,319.26
Crosslake	4	0.1322%	\$ 632.24
Crow Wing County	35	1.1570%	\$ 5,532.10
Crystal	17	0.5620%	\$ 2,687.02
Dakota County	29	0.9587%	\$ 4,583.74
Deephaven	3	0.0992%	\$ 474.18
Detroit Lakes	1	0.0331%	\$ 158.06
Dilworth	2	0.0661%	\$ 316.12
MN Department of Natrual Resources	8	0.2645%	\$ 1,264.48
Dodge County	6	0.1983%	\$ 948.36
Douglas County	22	0.7273%	\$ 3,477.32
Duluth	26	0.8595%	\$ 4,109.56
Dundas	1	0.0331%	\$ 158.06
Eagan	36	1.1901%	\$ 5,690.16
East Bethel	1	0.0331%	\$ 158.06
East Grand Forks	4	0.1322%	\$ 632.24
East Range Police Department	2	0.0661%	\$ 316.12
Eden Prairie	9	0.2975%	\$ 1,422.54
Edina	29	0.9587%	\$ 4,583.74
Elk River	14	0.4628%	\$ 2,212.84
Excelsior Fire District	1	0.0331%	\$ 158.06
Fairmont	1	0.0331%	\$ 158.06
Farmington	5	0.1653%	\$ 790.30
Fergus Falls	11	0.3636%	\$ 1,738.66
Forest Lake	10	0.3306%	\$ 1,580.60
Fridley	15	0.4959%	\$ 2,370.90
Fulda	1	0.0331%	\$ 158.06
Golden Valley	17	0.5620%	\$ 2,687.02
Goodhue County	30	0.9917%	\$ 4,741.80
Goodview	1	0.0331%	\$ 158.06
Granite Falls	3	0.0992%	\$ 474.18
Hastings	7	0.2314%	\$ 1,106.42
Hawley	1	0.0331%	\$ 158.06
Hennepin County	87	2.8760%	\$ 13,751.22
Henning	1	0.0331%	\$ 158.06
Hermantown	10	0.3306%	\$ 1,580.60
Hopkins	14	0.4628%	\$ 2,212.84
Houston County	2	0.0661%	\$ 316.12

Entity	Number of Vehicles	Percentage of Total Number of Vehicles (3,025 Total No. of Vehicles)	Share of Proceeds (\$158.06/Vehicle)
Hutchinson	1	0.0331%	\$ 158.06
Inver Grove Heights	14	0.4628%	\$ 2,212.84
Isanti	1	0.0331%	\$ 158.06
Isanti County	3	0.0992%	\$ 474.18
Jackson County	7	0.2314%	\$ 1,106.42
Kanabec County	4	0.1322%	\$ 632.24
Kasson	2	0.0661%	\$ 316.12
Kimball	1	0.0331%	\$ 158.06
Lake Benton	1	0.0331%	\$ 158.06
Lake County	1	0.0331%	\$ 158.06
Lake of the Woods County	1	0.0331%	\$ 158.06
Lake Park	1	0.0331%	\$ 158.06
Lakefield	2	0.0661%	\$ 316.12
Lakes Area Police Department	11	0.3636%	\$ 1,738.66
Lakeville	32	1.0579%	\$ 5,057.92
Lamberton	1	0.0331%	\$ 158.06
Le Sueur County	1	0.0331%	\$ 158.06
Lester Prairie	3	0.0992%	\$ 474.18
Lincoln County	1	0.0331%	\$ 158.06
Lino Lakes	15	0.4959%	\$ 2,370.90
Little Falls	3	0.0992%	\$ 474.18
Longville	1	0.0331%	\$ 158.06
Mahnomen County	10	0.3306%	\$ 1,580.60
Maple Grove	29	0.9587%	\$ 4,583.74
Maplewood	23	0.7603%	\$ 3,635.38
McLeod County	17	0.5620%	\$ 2,687.02
Medina	3	0.0992%	\$ 474.18
Meeker County	2	0.0661%	\$ 316.12
Menahga	2	0.0661%	\$ 316.12
Mendota Heights	2	0.0661%	\$ 316.12
Metropolitan Transit Commission	47	1.5537%	\$ 7,428.82
Metropolitan Airports Commission	12	0.3967%	\$ 1,896.72
Metropolitan Council	8	0.2645%	\$ 1,264.48
Milaca	1	0.0331%	\$ 158.06
Mille Lacs County	11	0.3636%	\$ 1,738.66
Minneapolis	186	6.1488%	\$ 29,399.16
Minneota	1	0.0331%	\$ 158.06
Minnetonka	15	0.4959%	\$ 2,370.90
Minnetrista	8	0.2645%	\$ 1,264.48
MN Board of Firefighter Training	1	0.0331%	\$ 158.06
MN Department of Corrections	7	0.2314%	\$ 1,106.42
MN Department of Public Safety	420	13.8843%	\$ 66,385.20
MN Department of Transportation	8	0.2645%	\$ 1,264.48
MN Department of Administration Fleet & Surplus Services	106	3.5041%	\$ 16,754.36
MN State University, Mankato	2	0.0661%	\$ 316.12



Entity	Number of Vehicles	Percentage of Total Number of Vehicles (3,025 Total No. of Vehicles)	Share of Proceeds (\$158.06/Vehicle)
Moorhead	19	0.6281%	\$ 3,003.14
Morrison County	15	0.4959%	\$ 2,370.90
Mounds View	7	0.2314%	\$ 1,106.42
Mountain Lake	1	0.0331%	\$ 158.06
Mower County	14	0.4628%	\$ 2,212.84
Murray County	2	0.0661%	\$ 316.12
New Brighton	7	0.2314%	\$ 1,106.42
New Hope	27	0.8926%	\$ 4,267.62
New York Mills	2	0.0661%	\$ 316.12
Newport	2	0.0661%	\$ 316.12
Nicollet County	2	0.0661%	\$ 316.12
Nisswa	3	0.0992%	\$ 474.18
Nobles County	8	0.2645%	\$ 1,264.48
Norman County	3	0.0992%	\$ 474.18
North Branch	2	0.0661%	\$ 316.12
North Saint Paul	6	0.1983%	\$ 948.36
Northfield	1	0.0331%	\$ 158.06
Oak Grove	1	0.0331%	\$ 158.06
Oak Park Heights	2	0.0661%	\$ 316.12
Oakdale	8	0.2645%	\$ 1,264.48
Olmsted County	13	0.4298%	\$ 2,054.78
Onamia	1	0.0331%	\$ 158.06
Orono	8	0.2645%	\$ 1,264.48
Osakis	1	0.0331%	\$ 158.06
Osseo	4	0.1322%	\$ 632.24
Otter Tail County	3	0.0992%	\$ 474.18
Pelican Rapids	2	0.0661%	\$ 316.12
Perham	2	0.0661%	\$ 316.12
Pierz	1	0.0331%	\$ 158.06
Pike Bay Township	1	0.0331%	\$ 158.06
Pine County	15	0.4959%	\$ 2,370.90
Pipestone County	5	0.1653%	\$ 790.30
Plainview	1	0.0331%	\$ 158.06
Plymouth	28	0.9256%	\$ 4,425.68
Polk County	3	0.0992%	\$ 474.18
Princeton	5	0.1653%	\$ 790.30
Prior Lake	10	0.3306%	\$ 1,580.60
Ramsey	2	0.0661%	\$ 316.12
Ramsey County	54	1.7851%	\$ 8,535.24
Randall	1	0.0331%	\$ 158.06
Renville	6	0.1983%	\$ 948.36
Renville County	1	0.0331%	\$ 158.06
Rice County	1	0.0331%	\$ 158.06
Richfield	22	0.7273%	\$ 3,477.32
Robbinsdale	3	0.0992%	\$ 474.18
Rochester	41	1.3554%	\$ 6,480.46

Entity	Number of Vehicles	Percentage of Total Number of Vehicles (3,025 Total No. of Vehicles)	Share of Proceeds (\$158.06/Vehicle)
Rogers	13	0.4298%	\$ 2,054.78
Rosemount	11	0.3636%	\$ 1,738.66
Saint Anthony	3	0.0992%	\$ 474.18
Saint Charles	3	0.0992%	\$ 474.18
Saint Cloud	31	1.0248%	\$ 4,899.86
Saint James	3	0.0992%	\$ 474.18
Saint Joseph	2	0.0661%	\$ 316.12
Saint Louis County	2	0.0661%	\$ 316.12
Saint Louis Park	25	0.8264%	\$ 3,951.50
Saint Paul	106	3.5041%	\$ 16,754.36
Saint Paul Park	1	0.0331%	\$ 158.06
Sartell	1	0.0331%	\$ 158.06
Sauk Center	1	0.0331%	\$ 158.06
Sauk Rapids	5	0.1653%	\$ 790.30
Savage	11	0.3636%	\$ 1,738.66
Scott County	20	0.6612%	\$ 3,161.20
Shakopee	24	0.7934%	\$ 3,793.44
Sherburne County	28	0.9256%	\$ 4,425.68
Sibley County	3	0.0992%	\$ 474.18
Silver Lake	1	0.0331%	\$ 158.06
Slayton	2	0.0661%	\$ 316.12
South Lake Minnetonka Police Department	4	0.1322%	\$ 632.24
South Saint Paul	13	0.4298%	\$ 2,054.78
Spring Grove	1	0.0331%	\$ 158.06
Stearns County	28	0.9256%	\$ 4,425.68
Stillwater	13	0.4298%	\$ 2,054.78
Thief River Falls	3	0.0992%	\$ 474.18
Three Rivers Park District	5	0.1653%	\$ 790.30
Todd County	10	0.3306%	\$ 1,580.60
Trimont	1	0.0331%	\$ 158.06
Truman	1	0.0331%	\$ 158.06
Twin Valley	1	0.0331%	\$ 158.06
Two Harbors	3	0.0992%	\$ 474.18
Tyler	1	0.0331%	\$ 158.06
Verndale	1	0.0331%	\$ 158.06
Victoria	1	0.0331%	\$ 158.06
Wadena	1	0.0331%	\$ 158.06
Wadena County	7	0.2314%	\$ 1,106.42
Washington County	35	1.1570%	\$ 5,532.10
Wayzata	4	0.1322%	\$ 632.24
West Saint Paul	7	0.2314%	\$ 1,106.42
Wheaton	1	0.0331%	\$ 158.06
White Bear Lake	16	0.5289%	\$ 2,528.96
Willmar	8	0.2645%	\$ 1,264.48
Winnebago	1	0.0331%	\$ 158.06

Entity	Number of Vehicles	Percentage of Total Number of Vehicles (3,025 Total No. of Vehicles)	Share of Proceeds (\$158.06/Vehicle)
Winona County	1	0.0331%	\$ 158.06
Winsted	1	0.0331%	\$ 158.06
Woodbury	29	0.9587%	\$ 4,583.74
Worthington	8	0.2645%	\$ 1,264.48
Wright County	63	2.0826%	\$ 9,957.78
Wyoming	11	0.3636%	\$ 1,738.66
Yellow Medicine County	8	0.2645%	\$ 1,264.48
Zumbrota	2	0.0661%	\$ 316.12
<b>TOTAL</b>	<b>3,025</b>	<b>100.0000%</b>	<b>\$ 478,131.50</b>

Exhibit C

Distribution Letter

[INSERT CONTACT INFORMATION]

**Re: SETTLEMENT - State of Minnesota, *et al.*, *ex rel.* Steven Kleiber v. Nelson Auto Center, Inc. *et al.***  
**District Court File No.: 62-CV-19-876**  
**Appellate Court Case No.: A20-0653**

Dear [Insert Name]:

All public entities have approved the settlement of the above titled matter, Judge Thomas A. Gilligan of the Ramsey County District Court has issued his Final Order Approving the settlement of the action (a copy of the Final Order is enclosed), and Defendants have deposited into the trust account of Fabyanske, Westra, Hart & Thomson, P.A. the full amount of the Settlement Proceeds. Accordingly, I write now to provide [insert entity name] with its portion of the settlement proceeds.

As discussed in my [date of letter] Notice Letter, and calculated in Exhibit B of the Settlement Agreement between Mr. Kleiber and Defendants, [insert entity name's] portion of the settlement proceeds is [insert amount]. As a reminder, this amount was calculated by multiplying the amount of vehicles purchased by [insert entity name] that Mr. Kleiber identified [insert entity name] by the flat rate of \$158.06 per vehicle. Enclosed, please find a check for [insert entity name's] portion of the settlement proceeds, totaling [insert amount].

If you have any questions or concerns, please feel free to contact me or my colleague Alex Athmann (aathmann@fwhtlaw.com).

Sincerely,

Mark. R. Becker

MRB/

Encl.

cc: Alex Athmann (aathmann@fwhtlaw.com)

Jonathan Norrie (jnorrie@bassford.com)

Mic Puklich (puklich@gmail.com)

Exhibit D

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT  
CASE TYPE: OTHER

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State of Minnesota, *et al.*,  
*ex. rel.* Steven Kleiber,

District Court File No. 62-CV-19-876  
Judge Thomas A. Gilligan  
Court of Appeals File No. A20-0653

Plaintiffs,

vs.

**INTERIM ORDER REGARDING PROPOSED  
MEDIATED SETTLEMENT AGREEMENT**

Nelson Auto Center, Inc., Brent Nelson,  
Laurel Nelson, Gerald Worner, Melissa  
Nelson (a/k/a Melissa Hull), Melissa  
Larson, and Susan Kugler,

Defendants.

---

This matter came on hearing before the undersigned on August 16, 2021, upon Plaintiff Steven Kleiber's ("Mr. Kleiber"), as *qui tam* relator, and Defendants' joint motion for approval of a proposed mediated settlement agreement pursuant to Minn. Stat. § 15C.05(a) (the "Agreement"). Mr. Kleiber was represented by attorneys Mark Becker and Alex Athmann. Defendants Nelson Auto Center, Inc., Brent Nelson, Laurel Nelson, Melissa Nelson, Melissa Larson, and Susan Kugler were represented by attorney Jonathan Norrie. Defendant Gerald Worner was represented by attorney Michael Puklich.

Based on the files, records, and proceedings herein, and the arguments of counsel at the hearing, the Court makes the following interim order:

**FINDINGS IN SUPPORT OF APPROVAL OF THE AGREEMENT AND  
CONSENTING TO VOLUNTARY DISMISSAL OF THE ACTION**

Section 15C.05(a) of the Minnesota False Claims Act provides that an action may be voluntarily dismissed if this Court and the Prosecuting Attorneys provide written consent and the reasons for consenting. Accordingly, the undersigned provides the following statement of reasons for approving the Agreement and consenting to the voluntary dismissal of the action.

1. In this Action, Plaintiff, Steven Kleiber, as *qui tam* relator sought certain damages and recoveries under the Minnesota False Claims Act on claimed overcharges on 3,025 police vehicle transactions. Plaintiff's claims included a calculation of what Plaintiff described as additional amounts to be reimbursed in excess of the Total Bid Constant amount set forth in the applicable contracts. Plaintiff calculated the basic damage amount of \$586,947.01 for this portion of Plaintiff's claim. Thus, per car, the Plaintiff sought additional reimbursements of approximately \$194.03 per vehicle for the 3,025 transactions in question. Plaintiff also sought other recoveries under the terms of the Minnesota False Claims Act. Defendants disputed and denied Plaintiff's claims.

2. The Defendants and Plaintiff mediated the case and have reported that they have reached a settlement that takes into consideration the risks, rewards, and uncertainties of litigation, which settlement is conditioned on this Court consenting to dismissal of the Action as a result of the settlement.

3. Based on the complexity of the disputed facts, the novel issues presented in this Action, the parties' willingness to settle the matter, and the uncertainties of litigation, I find a settlement that affords a significant net recovery to the Public Entities reasonable and beneficial to the public interest.

4. I find that the Public Entities will receive additional reimbursements of \$478,131.50, which corresponds to a net rate of recovery of \$158.06 per car. I find that a recovery for the Public Entities of nearly 81.5% of the basic damage of \$586,947.01 calculated by Plaintiff reasonable and beneficial to the public interest under the circumstances.

5. Because no Entities intervened in this Action, Plaintiff's distribution pursuant to Minn. Stat. § 15C.13 is to be not less than 25% and not more than 30% of any recovery of the civil penalty and damages or settlement. I find that Plaintiff, Mr. Kleiber, substantially and significantly contributed to the conduct of the action, and the overall success of the claims he pursued in the Action.

6. After Mr. Kleiber first reported his knowledge to the authorities, Nelson Auto made initial reimbursements of more than \$800,000.00 to certain of the Entities based on certain audits performed by the Minnesota Department of Administration. The settlement will yield \$679,112.00 after accounting for attorneys' fees and costs to be shared between Plaintiff and the Public Entities. Accordingly, more than \$1,479,112.00 has been recovered net of attorneys' fees and costs.

7. Mr. Kleiber claims a right to distribution under Minn. Stat. § 15C.13 on only the additional amounts, not the total amount of recovery. I find Mr. Kleiber's approach to be reasonable. I find that the settlement provides Mr. Kleiber a reasonable contribution of approximately 29.595% of the \$679,112.00 additional amounts recovered in this Action as a reward for his contributions. Thus, the Entities will receive 70.405% of the total recovery net of attorneys' fees and costs, or \$478,131.50, and Mr. Kleiber will receive \$200,980.50. I find this allocation reasonable.

8. As set forth in Minn. Stat. § 15C.12, the settlement provides for the payment of reasonable attorneys' fees and costs. Plaintiff provided a detailed attorneys' fee affidavit showing reasonable attorneys' fees of \$474,234.05. Based on the complexity of the case, the novel and difficult issues presented, the skill needed to perform the legal services, the amount of time devoted, the amounts involved, the results obtained, the experience, reputation, and skill of the attorneys, and the challenging nature of this case, as described in the fee affidavit, to which there was no objection, I find that the Plaintiff's attorneys fees of \$474,234.05 are reasonable. Making further reasonable adjustments to reasonably align the fees with the success for the Public Entities, the Agreement provides for attorneys' fees of \$386,329.85, or approximately 81.5%, which I also find to be reasonable. Based on Plaintiff's fee affidavit, I find Plaintiff's costs of \$34,558.15 to be reasonable.

Now, therefore, based upon these findings the Court makes the following:

### **ORDER**

1. The Agreement is hereby approved by the Court on interim basis;
2. Upon issuance of this Order, Mr. Kleiber shall notify the Entities on whose behalf he asserted claims in this action as a *qui tam* relator of the settlement by providing the each of the Entities a letter in the form of Exhibit A ("Exhibit A") to the Agreement as well as a copy of this Order, which is incorporated into the Agreement as Exhibit D.
3. Following receipt of Exhibit A to the Agreement and this Order (receipt of which shall be deemed to have occurred within five (5) days of the deposit of such documents in the United States mail, postage pre-paid), an Entity and Prosecuting



Attorney's written consent to dismissal and the reasons for consenting shall be deemed given under Minn. Stat. § 15C.05(a) if the Entity or its Prosecuting Attorney provides no timely written objection to the Agreement under the procedures specified in Exhibit A within 60 days of receipt of the same, or if the Entity provides no timely written opt-out of the Agreement under the procedures specified in Exhibit A within 60 days of receipt of the same, or if the Entity affirmatively opts in.

4. If no Entity objects or opts-out of the Agreement within the 60-day period in accordance with the procedures set forth in Exhibit A, and the respective counsel for Mr. Kleiber and Defendants inform the Court of that fact in writing, the Court shall immediately enter an order finalizing approval of the Agreement and determining that all Entities and Prosecuting Attorneys have consented to the Agreement and provided reasons for consent under Minn. Stat. § 15C.05(a).

5. If an Entity objects to or opts-out of the Agreement and such objection or opt-out cannot be resolved by the parties and the Entity, a hearing before this Court to address any objections or opt-outs shall be held on November 15, 2021 at 1:30 p.m.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

District Court Judge

## Exhibit E – Public Statement

The law firm Fabyanske, Westra, Hart & Thompson, P.A. reached a settlement in a whistleblower lawsuit commenced under the Minnesota False Claims Act against defendants who are alleged to have overbilled various governmental entities. The Defendants deny the allegations. The settlement provides for payments in excess of \$675,000. The whistleblower's share of the additional payments is approximately 29.6%, and the rest will go to the public entities. The settlement also provides for payment of the whistleblower's attorneys' fees and costs. The lead attorneys for the whistleblower were Mark Becker and Alex Athmann of Fabyanske, Westra, Hart & Thomson, PA.

### Kasson Police Calls for Service

	2014	2015	2016	2017	2018	2019	2020	2021
January	274	286	294	322	346	424	397	381
February	271	247	260	341	310	394	355	321
March	280	302	273	277	352	446	339	385
April	325	347	375	364	418	480	255	390
May	373	367	413	461	502	530	379	408
June	293	339	349	370	395	549	442	441
July	364	408	408	528	454	448	441	444
August	286	372	343	404	466	483	437	348
September	263	352	346	450	461	505	502	
October	336	309	489	370	380	416	444	
November	263	284	359	390	348	433	347	
December	300	331	334	377	437	435	383	
<b>Yearly Total</b>	<b>3628</b>	<b>3944</b>	<b>4243</b>	<b>4654</b>	<b>4869</b>	<b>5,543</b>	<b>4,721</b>	<b>3,118</b>

## With much appreciation

2 messages

Thu, Sep 2, 2021 at 7:57 AM

To: police@kassonpolice.com

Hi Josh~

As I am contacting school officials and making arrangements for our son, I felt compelled to write to you about the incredible job your officers did with a situation no parent wants to find themselves in.

My husband had to call 911 yesterday afternoon when [redacted] took off running from our house. [redacted] had noticed [redacted] was "out of it" but unsure what he was on, called me to come home from work.

Turns out [redacted] has been very good at hiding his drug use from us, at least until yesterday.

Your responding officers were not only incredibly professional and kind but gentle with [redacted] and sympathetic to and me.

You all have such difficult jobs made harder by recent events on the state and national level. You do not get the credit nor the positive attention you all deserve.

As a mom who found herself in uncharted territory yesterday, I am incredibly grateful for your department and the officers under your leadership. The one who came out later with a K9 to search for any illegal substances that may have been on our property stayed and listened to us ramble on and on about our personal struggle with our son. He didn't have to do that. He was patient and like the two initial responding officers was incredibly sensitive to our situation. That speaks highly of your leadership and I am so thankful for them and for you!

I continue to pray for all in law enforcement... may God protect you and bless you in all you do.

Simply,

**Kasson Police Department**

19 East Main Street  
Kasson, MN 55944  
507-634-3881  
Fax: 507-634-4698

To: Mayor and City Council  
From: Police Chief Joshua Hanson  
CC: City Administrator  
Date: 8/26/2021  
Re: August Department Head Report for the Kasson Police Department

National  
Night  
Out.  
We  
had  
10

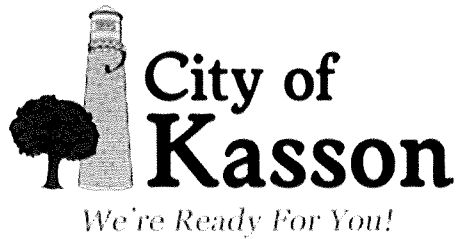
National Night Out parties that we attended on August 3rd. Some of the parties were neighborhoods that have traditionally participated in the event and some were new neighborhoods that have all new houses in the last couple of years.

**New Officer Training.** Field training for our new officers is going well and they are advancing through the phases. Officer Lem, with 20 years of experience, is expected to complete field training in early September. Officer Peterson is expected to complete field training by November. The new officers will be paired up with a Field Training Officer until they have completed the training.

**Toward Zero Deaths (TZD)/Traffic Safety.** We have 37 hours of overtime funding for extra traffic enforcement, with an emphasis on DWI enforcement. The extra enforcement is the last two weeks in August through the Labor Day weekend. We also have about 5 hours of funding for enforcement of the move over law on August 31st, the day Trooper Ted Foss was killed on I90 in 2000. As of 08/25/21 we are at 293 traffic deaths on Minnesota roads in 2021. That is compared to 235 at the same time in 2020.

**Meetings and Events**

Aug 4	Budget Meeting
Aug 4	Emergency Services
Aug 5 & 12	Drug Court
Aug 11 & 25	City Council
Aug 12	SE MN TZD Steering Committee
Aug 13	Aquatic Center Safety Inspection
Aug 16	MNPEA Contract Negotiation
Aug 17	SE Regional Crisis Center
Aug 17	DFO Probation Task Force
Aug 19	VCET (Drug Task Force)
Aug 23	School Board



Dept. Head 8/26/21

Electric Dept.

“Winter is coming” – Ned Stark

**Tree Work** – Tree list for Electric Dept. (fall-spring) being finalized. Olsen set to do 4 large hazard trees on mainline 2<sup>nd</sup> Ave NE.

**Engineering** – Permit App submitted by Steve Cook for main feeder replacement / extension along HWY 57. No reply yet from State of MN

**MMUA-** Non-Electric Personal only this month

**Miscellaneous** – Meadowbrook primary energized along with 1 PED for 1<sup>st</sup> Model Home. BV-8<sup>th</sup> equipment set and working to energize. Supply chain issues/delays ongoing and will energize PEDS as proper supplies become available. Kasson Meadows 7<sup>th</sup>- planned (A&A to joint trench when possible). 1<sup>st</sup> Customer Solar installation installed, waiting on contractor to schedule commissioning. 2 Street lights on 16<sup>th</sup> St NE (south side between 2<sup>nd</sup> Ave Cir and 5<sup>th</sup> Ave NE) located and wire installation ongoing to light dark area

HWY 57 related projects: OHD to underground in NW backyards (100 block from 5<sup>th</sup> to 7<sup>th</sup> St NW) and along 7<sup>th</sup> ST NE ongoing. Fairgrounds rerouting ongoing

Day to day- Extra manual meter reading due to UB software errors ongoing, day to day read ins / outs, high volume of locates ongoing

OT- KW and JN (Fire) 8/11/21, EH and JN (Storm damage) 8/24/21, JN (emergency locate and electric verification) 2 separate call ins 8/24/21

**Meetings –**

Mondays- Tantalus

8/3- Nancy / Tim - budget

8/10 Paul (Citizen)- tree

8/10 Various - Komet Acres Pre-Con meeting

8/12- John Haugen - FS3

8/23 CMPAS online meeting (NO2 standards)

8/25 CMPAS Staff on site city visit

# Kasson Fire Department Head Report

8-25-2021

**Calls:** July Calls 47  
Aug Calls 35 currently

Calls have been going well no real issues and we are still not seeing any increased activity due to COVID. We still continue to respond with COVID protocols and PPE as needed.

**Training:** Training has been going Ok over the last few months. Being down one Officer to help plan and set up trainings has put some extra stress on the other Officers in charge of this.

Other than this setback training has been great.

**Trucks:** Trucks have been good and no real big issues.

New Tanker is still having some issues that we are working through and need to get fixed but we now have a tank for this truck and have been using it at trainings and get the members up to speed on how to run it.

New Utility still needs to get some equipment for this truck like a slid-out tray and topper. Then we will be ready to use this truck as intended. We have a radio and lights on it now so we will be using it as a people hauler for now until we get the rest of the equipment in.

New Eng. (ENG 2 Replacement) We have reviewed the bids and are in the process of making some small changes to the trucks. When we have these back, we will talk as a group and I will bring this info to the EMS group to review and get your questions answered on the two options. At that point we will bring to council as long as the EMS group approves.

**Festival (Dance):** The Relief had a great weekend over festival and had great support by the community members and businesses in town. The relief will be working on what they would like to donate back to the city in the form of equipment.



**Personal:** We currently have several members out on LOA with two of them coming up on their year in Sept. & Oct. We will be sending in letters to the city to approve these soon as one will not be returning and as of now the other is planning on coming back. The letter for the member returning will outline some of the things this member will need to follow upon his return or need to complete to get him back up to speed.

Open Officer Position has been posted internally and applications have been collected. At this point we will start the interview process so I will be reaching out to some of the members of the EMS group to see if they can help with interviews. At the completion of these we will submit to the council for approval.

Our new members are progressing very well through their training and are getting along with the current members great. They have completed the EMR training and are now started into the Fire I & II training.

**Chiefs Desk:** I just completed with the help of Krista the ISO review. I think we will have a successful review but we have items that we need to work on for sure to continue to make our City and Dept better for the community we serve. If you would like to talk about some of these items, I will be more than happy to go over them with you but most of these are not items that a VOL Fire Chief can complete. There are a lot of trainings and inspections that we should be doing on a regular basis that are not getting completed. These are just a few of the items.

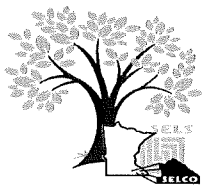
We will not move our focus to Fire Prevention week and some of the things we will do that evening as well as our annual banquet planning will start.

Although we have received some rain over the last few days we will still be planning for a dry fall and possibilities of corn field fires and grass fires this fall. This planning will include some extra training for fire responses of this kind.

SOP/SOG updates to some of our policies and reviewing this document is an on-going thing but some of our changes that came from the ISO review will require us to make some small corrections to the SOP/SOG document.

Respectfully Submitted

Chief Joe Fitch



# KPL

***Kasson Public Library***

**607 1st St. NW, Kasson, MN 55944**

**507/634-7615    [www.kasson.lib.mn.us](http://www.kasson.lib.mn.us)**

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## Department Head Meeting

August 26, 2021

- **Library Activities –**

- Summer Reading Program was very successful
  - 600 reading logs turned in
  - 540 attended Fun Fridays and Storytimes
  - More than 700 craft kits distributed
- Community Room groups are returning and 2021-22 calendar is scheduled
- Library “Book Bunch” team raised \$1100 for cancer research at Relay for Life
- Daycare and special-needs groups coming to library again (more than 500 people so far this summer)
- Friends Book Sale was August 17-20.

- **Looking Ahead**

- The staff has been working hard on planning for fall programs which include:
  - Storytimes on Mondays and Thursdays
  - Stitch (needlecrafters) group resuming
  - Oxbow animal program for preschoolers Sept. 14 at 10am
  - Doug Ohman (author/photographer) on Sept. 9 at 11am
  - Mike Eckers (author/historian) on October 27 at 10:30am
  - Fall Scavenger Hunt
  - Trivia Night on November 5 (evening)
- After Labor Day, we will extend our Monday and Tuesday hours to 6pm, and will be open again on Saturdays from 9-12.
- Previous services continue:
  - Book deliveries on 1<sup>st</sup> & 3<sup>rd</sup> Wednesdays to daycares, homebound, special need and nursing home patrons.
  - Exam proctoring
  - Curbside Checkout and Printing 2 Go service

- **Building Report –**

- ADA-accessible door needed repair on July 6 and again on August 16

- **Technology Upgrades Needed** –

- Our patron, staff and checkout computers are all aging, some dating from as far back as 2010. I have begun a conversation with technology consultants at SELCO to help us develop a strategy for replacing and/or leasing new equipment. It will be several months in the planning process, and the cost is, as yet, unknown.

### **Meetings and Events**

August 2	Budget meeting
August 3	Book Club
	Technology meeting with SELCO
August 4	Staff meeting
	Book deliveries to daycares, homebound, special needs and nursing home patrons
August 5	Book Club
August 6	Relay for Life – Book Bunch Team Walk for Cancer
August 10	SELCO Advisory Meeting
August 11	Staff meeting
August 16	Book Club
August 17	Staff meeting
August 17-20	Friends of the Library Book Sale
August 18	Delivery Policy meeting
August 19	Book Club
August 23-27	Vacation



To: City Council

Date: 8/26/21

**Agenda Heading:** Public Works Director Report

- **Project Updates.** DeCook Excavating has begun grubbing trees on the Komet Acres NE subdivision. The first basement is being dug in the Meadowbrooke 2<sup>nd</sup> NE subdivision. Whks has sent punch lists to developers of the work that needs to be completed on South Fork 3<sup>rd</sup> subdivision SE and Kasson Meadows 7<sup>th</sup> NE subdivision.
- **Street Maintenance.** Staff milled and patched three bad areas on 11<sup>th</sup> St NE, a watermain break on N Mantorville Ave, a bad area on 1<sup>st</sup> Ave NW, and a bad area on 1<sup>st</sup> Ave NE. Staff has put down 128.26 tons of blacktop this year. Staff also filled potholes with gravel at the Cemetery.
- **Lions Park.** Rochester Sand and Gravel has blacktopped the basketball and pickleball courts. Staff has painted the basketball courts and will be setting the baskets when weather permits. Staff started to haul in dirt and level it around the courts. Staff also poured a concrete pad and installed a park bench in the playground area.
- **Street Painting.** Staff painted the parking lot at Veterans Park. They painted the parking stalls and curbs on 7<sup>th</sup> St NW and 4<sup>th</sup> Ave NW around Veterans Park. They also painted the handicap stall for the City Council Chambers and the crosswalk on 22<sup>nd</sup> St NE.
- **Kasson Events.** Staff was busy in August doing work for National Night Out, Relay for Life, and the Festival in the Park. They swept streets, put out barricades and cones, painted swing sets, painted picnic tables to cover graffiti, moving picnic tables from place to place, and mowed the banks along Masten Creek.
- **Aquatic Center.** The Aquatic Center closed for the year on Sunday, August 22<sup>nd</sup>. Staff has shutdown equipment, drained the pools, cleaned the concession area, and taken down the canopys. Winterizing of the Aquatic Center still needs to get completed.
- **Street Signs.** Staff took down the Speed Sign on 5<sup>th</sup> Ave NE and reinstalled it on 16<sup>th</sup> St NE for the Speed Sign Project with MnDOT. They installed the no thru street sign at Public Works and have locates called in for the two no motorized vehicles signs that will be installed on City property on 3<sup>rd</sup> St SW. We have signs ordered for multiple subdivisions and the blinking crosswalk signs for 22<sup>nd</sup> St NE that are expected to be here around the middle of September.

- **Stormwater.** Staff used the street sweeper to sweep the grates off on catch basins. They hauled sweepings to the landfill that were stock piled at Public Works from the spring. Staff put bricks in and mortared a catch basin on 1<sup>st</sup> Ave NE that was falling in. I am working with Whks and DeCook Excavating to get a section of storm cleaned out and a casting set on a storm structure in the Stone Ridge NW subdivision. Staff continues to mow and trim fence lines of stormwater ponds.

### **Meetings and Events Attended**

August 3 <sup>rd</sup>	Decklever – Ice Arena Jessica Schleck MnDot – Speed Sign
August 4 <sup>th</sup>	Budget Meeting
August 10 <sup>th</sup>	PreCon Komet Acres
August 13 <sup>th</sup>	Safety Inspection – Aquatic Center
August 17 <sup>th</sup>	Enterprise Lease Program – Phone Meeting
August 19 <sup>th</sup>	Knutson Plumbing – City Hall
August 26 <sup>th</sup>	City Engineer – Street Maintenance Masten Flood Study Water Tower Design Dept Head

August 26, 2021

## **FINANCE DIRECTOR'S REPORT**

**COVID Expenditures-** Department heads, continue to track

**Public Works-** Request availability the 19<sup>th</sup> through the 24<sup>th</sup> for reads and verifications

**Solar Installations:** First connection to our system should be soon. Three still in process.

**2022 Budget-** Council consideration. They's like to see just under 6%. Preliminary levy and budgets adopted September 8.

**Electric Asset Mapping-** Requests for costs have gone out to 2 vendors.

**2020 Continuing Disclosure-** In process. Waiting on some info from County.

**Tantalus-** Working on in-house transition requirements with staff, Tantalus, Black Mountain. New Neptune meters cannot be read by FCS. And AMI meter info will need to be converted through Itron to process billing in Black Mountain. Additionally, there is approximately a 3 month wait for the electric Phase II meters to be shipped.

**Electric Rate Study/Water Rate Study-** Additional and final data submitted. Report due in the Fall.

**Standing-** July financial drafts distributed

## MEETINGS AND EVENTS

8/2	Budget meetings with Department Heads
8/3	Budget meetings with Department Heads
8/4	Stevenson Insurance
8/4	Budget meetings with Department Heads
8/6	SEMNT
8/9	Budget meeting with a Department Head
8/11	Meet with City Admin
8/11	Council
8/25	IMALA
8/25	Council
8/26	Depart Head

## Kasson Liquor Report—August 2021

I spoke with Dustin, from Ringdahl Architects. He is working with some engineers to see what they may be able to do to improve the building.

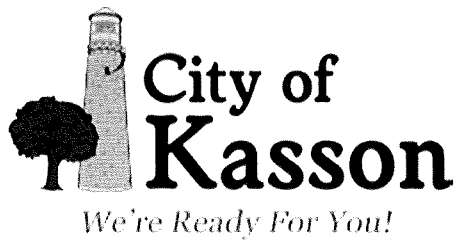
As I have mentioned previously, OOS Items have been an on going challenge . Now it has progressed to the point where I meet with a salesperson, place an order and the entire order is cancelled. Or, as they say “rescheduled for next week”.

My staffing situation is constantly in flux.

There will soon be a bottled beer shortage as there are no bottle caps.

We have two very busy weeks coming up with Labor Day and the Truck show.

Sales remain strong.



To: City Council

Date: 8/26/21

**Agenda Heading: Water/Wastewater Department Report**

- **I & I Planning.** WHKS has started the sewer lateral inspections, this is expected to take about a year. The city should be receiving a report on the main sewer lines and manhole inspections.
- **Wells.** Both wells 4&5 chlorine systems failed and were either replaced or rebuilt.
- **Sanitary Sewer Collection System.** City crews have been out doing maintenance on sewer mains and manholes as needed. The city is continuing with the annual sewer jetting, we will be working on the NW part of town. Conductivity testing for the sanitary sewer tracing wire is ongoing at the newer developments.
- **Flow Amounts.** The city pumped 15.7 million gallons from wells 2,4 and 5. The wastewater treatment plant treated 19.0 million gallons, 2.0 million gallons was received from Mantorville, these are all for the month of July.
- **Meter Reading.** The city is waiting for more radios that were order, they are scheduled to be shipped at the end of September.
- **Meter change outs.** The city has seen an increase in the number of meters that need to be changed out due to the radio transmitters battery losing power, we are waiting for the new radio transmitters to arrive, with the shortage of chips there is a 3-to-4-month lead time.
- **Lift Stations.** We continue to clean and maintain the 3 lift stations. Crews pulled and cleaned Pump 4 at the main lift station.
- **Wastewater Treatment Plant.** Crews replaced catwalk and rails at the UV tank. Crews finished the oil changes on the clarifier drive systems. Dave Vosen and Dan Trapp attended



the MWOA (Minnesota Wastewater Operators Association). annual conference in Grand Rapids.

- **Water Distribution System.** The city had three water leaks in the last month, one on 2<sup>nd</sup> Ave. NW, one on Mantorville Ave. north, and the other across the county road from Kwik Trip. The city met and conducted flow tests with Steve Ungericht with ISO regarding the city's water system. Jeff Ulve and Isaac Thoe attended hydrant repair training in Stewartville.