

**CITY OF LE CENTER  
REGULAR COUNCIL MEETING  
TUESDAY, APRIL 09, 2024 – 7:00 PM  
10 W. TYRONE ST. LE CENTER, MN 56057**

**\*AGENDA\***

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF THE AGENDA**

**4. PUBLIC HEARINGS**

A) None

**5. CONSENT AGENDA**

*All items on the Consent Agenda are considered routine and have been made available to the City Council at least two (2) days in advance of the meeting. The items will be enacted in one motion. There will be no separate discussion of these items unless a council member or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.*

A) Approval of Minutes from the Regular Council Meeting held on March 12, 2024

B) Approval of Claims to be Paid

C) Approve 2024 Liquor & Beer License Renewals

D) Approval of Special Event Permit – Vigilant Guardians VMC Grand Opening April 27, 2024

E) Approval of Special Event Permit – Vigilant Guardians VMC to Host Motorcycle Run on June 29, 2024

F) Approval of Special Event Permit – Farmers Market April 18, 19 and 20, 2024

**6. PUBLIC COMMENT (3 min. time limit)**

Petitions, Requests, Comments, or Communications from the General Public

**7. PRESENTATIONS**

A) League of Minnesota Cities Insurance Trust Annual Review – Darian Hunt with House of Insurance

**8. OLD BUSINESS**

A) Approve Resolution No. 2024H A Resolution to Approve the Relocation of the Police Department to a City Owned Building at 200 East Bowler Street

B) Approve Resolution No. 2024I A Resolution to Adopt a New City Logo and Approval of Two Logo Designs for Different Applications

C) Approve Resolution No. 2024J A Resolution to Approve the Purchase of Network Services, Surveillance System and Phone System

D) Approve Refuse & Recycling Center Procedures

**9. NEW BUSINESS**

- A) Approve Resolution No. 2024K A Resolution to Approve the Chip Sealing Quote by Means of Direct Negotiation
- B) Approve Resolution No. 2024L A Resolution Supporting Retention of City Zoning Authority
- C) Approve an Agreement between the City and Sand Creek EAP to Implement an Employee Assistance Program (EAP)
- D) Approval of Engineer's Preliminary Cost Estimate for Washington St. and Mill Ave. Pavement Improvements

**10. REPORTS OF DEPARTMENTS & ORGANIZATIONS**

- A) Planning & Zoning Report – Corey Block
- B) Liquor Store Report – Rebecca Vikla
- C) Police Report – Mitch Overn
- D) Public Works Report – Dan Steinborn
- E) Le Sueur Co. Commissioner Updates – Dave Preisler
- F) Le Sueur Co. Fair Board – Nancy Stauff

**11. OTHER BUSINESS**

- A) Council Reports

**12. ADJOURNMENT**

**CITY OF LE CENTER  
REGULAR COUNCIL MEETING  
TUESDAY, MARCH 12, 2024 – 7:00 PM  
10 W. TYRONE ST. LE CENTER, MN 56057**

**\* MINUTES \***

**1. CALL TO ORDER**

Present: Mayor Christian Harmeyer, Council Members Antonio Ruiz-Mendez, Dan Steffen, Nathan Hintz, Collin Scott

Absent: None

Staff Present: City Administrator Dan Evans, Public Works Superintendent Dan Steinborn, Police Chief Mitch Overn, Liquor Store Manager Becky Vikla

Others Present: None

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF THE AGENDA**

Motion by Hintz, seconded by Scott to approve the agenda as distributed. All in favor, motion carried.

**4. CONSENT AGENDA**

Motion by Steffen, seconded by Hintz to approve the consent agenda items list below. All in favor, motion carried.

A) Approval of Minutes from the Regular Council Meeting held on February 13, 2024

B) Approval of Bills to be Paid

**5. PUBLIC HEARINGS**

A) None

**6. PUBLIC COMMENT**

Luann Leach at 585 N. Waterville Ave; provided comments about the new logo design that was to be discussed this evening. Leach discussed three concepts that the current city logo has which are location, identity, and growth. Leach felt it was important to highlight that Le Center is the county seat. Leach suggested that a trophy style case be installed in the council chambers or the lobby, that would house old city memorabilia like the old stained-glass logo that was donated to the city years ago.

**7. PRESENTATIONS**

A) None

**8. REPORTS OF OFFICERS, BOARDS, COMMITTEES, & DEPARTMENTS**

A) E.D.A. Report – Evans advised no report.

- B) P & Z Report - Block not present.
- C) Liquor Store Report - Vikla stated February 2024 sales were \$78,853. February 2023 sales were \$86,115 a decrease of \$7,262. Vikla indicated that there are still several issues with the CTS project. The network is having communication errors which effect all the point-of-sale (POS) machines. BNG hosts our POS system, and they believe it's an issue with CTS's server and CTS is blaming BNG that it's on their end. Ceiling tiles were removed at the storage building next door, and new lights and switches were installed. Fools in the Alley event will take place April 1<sup>st</sup>.
- D) Police Report – Overn provided the report on the police activities for the month of February. Calls / incidents handled 130, miles patrolled 1738, 7 arrests from citations, call / incidents are down 31% from 2023.
- E) Public Works Report - Steinborn reported the following:
- City wide clean up June 15<sup>th</sup> 8am to Noon
  - The wood chip pile at West Park was hauled away.
  - Steinborn has been soliciting quotes for our 2024 chip seal project which should be ready by the next council meeting.
- F) Le Sueur Co. Commissioner Updates – Dave Preisler presented the following:
- County made a request for Congressionally Directed Spending for a records management system and broadband. The House just passed 1 million in broadband and \$500,000 in records management. House Rep. Angie Graig has been carrying this bill for the County.
  - Courthouse remodel is ahead of schedule by a few weeks.
  - County Rd. 11 bids have not been opened yet.

## 9. OLD BUSINESS

- A) The council reviewed the survey results for the new logo design. The survey was posted on the local “Le Center MN Happenings” Facebook page and Le Sueur County News had an article on the topic in one of their recent publications. A total of 100 people participated in the survey. #1 logo had 27 votes, #2 logo had 17 votes, #3 logo had 24 votes, #4 logo had 16 votes and 16 votes to keep the current logo. #1,3 are very similar styles and #1 could be used for formal documents and the website and #3 could be used for clothing and decals for city equipment. There was a consensus to follow the results of the survey and choose #1,3 designs for the new city logo. Evans indicated that he will prepare a Resolution for next month's meeting to officially claim these designs as the new city logo.
- B) Motion by Scott, seconded by Ruiz-Mendez to approve the Foundation Drain Variance Policy. All in favor, motion carried.

## 10. NEW BUSINESS

- A) Evans indicated that a Memorandum of Understanding (MOU) was drafted by Attorney

Moran between the City and Le Sueur County for the placement of a new retaining wall. Historically the current courthouse retaining wall along the western side of the property was built inside the Lexington Ave right-of-way which is maintained by the City. With the reconstruction of that parking lot the County wished to rebuild a taller retaining wall within the same location. Evans said this MOU was drafted to grant the placement and ownership of the wall. The County will be responsible for all future maintenance and repairs if necessary. Motion by Steffen, seconded by Hintz to approve the MOU between the City and Le Sueur County. All in favor, motion carried.

- B) Evans and Overn drafted a memo to the city council asking for the consideration of the relocation of the police department to our city-owned building at 200 East Bowler Street. Overn indicated that the proposed location was an old medical clinic and would fit the needs of the department. Overn stated that there was a secure room for evidence and processing. Overn said the current police department is lacking proper room to conduct interviews with victims, suspects or witnesses and the proposed building would have adequate space to conduct those interviews. The building is already owned by the city and would be a good long-term solution for the police department. Evans indicated that the largest cost to this relocation would be to get a secure IT network in the building. Motion by Hintz, seconded by Scott to approve the forward movement to the relocation of the police department. All in favor, motion carried.
- C) Harmeyer read his remarks for the loss of a city employee Larry Schmidt. Larry was the lead refuse/recycling center worker for the city. Larry was a very dedicated employee, and he will be missed very much. With Larry's passing, public works staff will be working overtime hours to fill in at the recycling center on Saturday mornings and Wednesday evening. Evans and Steinborn drafted a memo to the council asking for their consideration to transition the recycling center to an unmanned operation and have it accessible 7 days a week. Steinborn said there would be cost savings to the transition. The city would limit its liability for staff injuries. We would reduce overtime pay for full-time staff if a replacement lead worker was not found. Steinborn indicated that a camera system would be needed to reduce illegal dumping complaints. Evans indicated they could transition from 3 large roll-off containers to 10, 8yrd containers with lids. This transition would aid in the ease of use for residents to unload their recyclables into these ground level containers. The cost of having LJP service these containers would increase our expenses by \$200 per month and go from an average of \$2255 a month to \$2436. Evans indicated that roughly \$25,000 in 2023 was spent on part-time staff wages for the refuse/recycling center. If we were to transition to an unmanned operation the savings would be approximately \$22,600 for the refuse fund. One known potential issue would be the collection of blue garbage bags on the weekend. With no one to man the garbage truck an auxiliary container might need to be placed onsite to collect garbage bags. Evans stated that staff might have to have a predetermined block of time scheduled to assist the elderly folks with dropping of their recyclables. Motion by Steffen, seconded by Ruiz-Mendez to transition to unmanned refuse and recycling center.
- D) Steinborn requested a quote from CTS for the purchase of a two-camera system for the public works building that would face the refuse/recycling center. Quote for hardware

and installation is \$8,749 with no recurring monthly fees as this records to a local server. Motion by Hintz, seconded by Scott to approve the purchase of the system.

- E) Evans advised the importance of having a master parks plan in place. This would be a tool to map the future of our parks and recreational amenities. Evans indicated that he met with a senior planner from Bolten & Menk, who also indicated the importance of planning these endeavors, as there might be funding/grant opportunities available but would need a parks plan in place to typically be eligible to receive funds. A parks committee consisting of Evans, Steinborn, Ruiz-Mendez, Harmeyer was tasked to start laying the foundation to a master parks plan.
- F) Harmeyer mentioned a dog park has been brought up several times throughout his tenure on the council. Harmeyer indicated the city owns a piece of land near the water tower that might make for a suitable location for a dog park. The parks committee will discuss this option further to find a potential location that would work the best.
- G) Harmeyer and Evans indicated the need for an interior remodel for the clerk's office. Currently the office assistant is across the lobby in a cubical and it's not ideal for helping residents when they come into city hall if the deputy clerk was away from her desk. This proposed remodel would remove the storage/shelter room and add a workspace for the office assistant. The remodel would also abate the floor tile that has known asbestos in it. The council generally agreed to have Evans move forward with the request. Evans indicated that he would prepare some parameters for the project and likely be drafting a request-for-proposal to be sent to contractors.

## **11. ADMINISTRATION & MISC.**

- A) Evans discussed some proposed agenda layout with the council. The new structure will place all reports toward the end of the meeting. Evans also introduced the idea of having an administrators report to keep the council updated on items and things the administrator is working on.
- B) Evans indicated that he visited the Capitol on March 7<sup>th</sup> as part of any event for the League of MN Cities. Evans indicated that he had an opportunity to meet with both Rep. Brian Pfarr and Sen. Rich Draheim about proposed bills in this legislative session. Evans indicated that there are several zoning preemption bills that have been introduced in both the House and Senate. These bills by in large are designed to take away local zoning control and apply a one-size-fits-all approach to local zoning. Many of these bills would eliminate the need to have a public hearing, so homeowners would no longer get a voice if they approved or disapproved of a zoning matter. HF4009 states that a duplex with an accessory dwelling unit could be constructed in a residential district without the need for a public hearing. These bills are being introduced in the name of affordable housing by creating higher density and eliminating local zoning control. Evans provided a joint letter signed by the Le Center Mayor and many other cites that the City of New Prague drafted in opposition of HF4009.

## **12. ADJOURNMENT**

There being no further business; Motion by Steffen, seconded by Scott, for Mayor Harmeyer to adjourn the meeting at 8:31 p.m. All in favor, motion carried.

Dan Evans, Administrator

CITY OF LE CENTER

Bills Report

DEPT Descr	Search Name	Check Nbr	Amount	Comments
101 General Fund	INTERNAL REVENUE SERVICE	000260	\$9,425.31	F/W/H-Medicare-FICA
	INTERNAL REVENUE SERVICE	000253	\$3,739.12	FICA/Medicare/F/W/H
	INTERNAL REVENUE SERVICE	000253	\$1,303.74	FICA/Medicare/F/W/H
	INTERNAL REVENUE SERVICE	000253	\$4,148.03	FICA/Medicare/F/W/H
	INTERNAL REVENUE SERVICE	000258	\$1,032.98	F/W/H
	COMMISSIONER OF REVENUE-SWH	000259	\$4,030.87	S/W/H- Pay # 5-6
	PUBLIC EMPLOYEES RETIREMENT-GE	047348	\$16,850.73	PERA-March
	METROPOLITAN LIFE INSURANCE	047307	\$1,235.66	Insurance
	MN TEAMSTERS LOCAL NO. 320	047330	\$166.48	Police union dues
	DELTA DENTAL OF MINNESOTA	047283	\$102.40	Insurance
	MINNESOTA NCPERS LIFE INS	047287	\$16.00	Insurance
	FURTHER	000257	\$1,865.60	
			\$43,916.92	
Council	CINTAS CORPORATION #754	047268	\$257.76	Streets
Council	COMPUTER TECHNOLOGY SOLUTIONS	047342	\$324.45	Monthly backup/firewall
41110 Council			\$582.21	
Administration	BUSINES ESSENTIALS	047267	\$75.78	Toner- Fax Machine
Administration	FIRST STATE BANK	000255	\$49.16	Bank-A-Count/deposit slips
Administration	THE FREE PRESS MEDIA	047289	\$435.36	Renewal
Administration	LE SUEUR COUNTY NEWS	047286	\$108.20	renewal
Administration	DAN EVANS	047270	\$30.00	Reimb Expenses
Administration	CHRISTIAN, KEOGH & MORAN	047313	\$120.00	Adm
Administration	METRO FIBER NET LLC	047306	\$148.42	
Administration	QUADIENT FINANCE USA INC	047334	\$55.78	4-2-24 to 7-21-24
Administration	DAN EVANS	047270	\$233.18	Reimb Expenses
Administration	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$13,497.00	Insurance
Administration	CENTERPOINT ENERGY	047293	\$426.77	utilities
Administration	CENTERPOINT ENERGY	047293	\$92.95	utilities
Administration	TIM MILLER ELECTRIC INC	047338	\$544.48	Council room
Administration	Firearm Safety	047296	\$500.00	Donation-VFW
Administration	Fools In The Alley	047297	\$200.00	Donation-VFW
Administration	Le Center Floral	047273	\$91.90	L. Schmidt-Funeral Flowers
Administration	OKEEFE MEATS, INC	047276	\$80.13	Safety Meeting Expense
Administration	MN VALLEY COUNCIL OF GOV.	047298	\$2,703.06	Membership
Administration	FURTHER	000256	\$10.00	
Administration	MIDWEST BEST CLEANING	473001	\$85.00	cleaning
Administration	CINTAS CORPORATION #754	047282	\$18.11	Supplies
Administration	CINTAS CORPORATION #754	047314	\$18.11	
Administration	CINTAS CORPORATION #754	047314	\$18.11	
Administration	MIKES WINDOW WASHING SERVICE	047328	\$66.00	Cleaning 3-27-24
Administration	MIDWEST BEST CLEANING	047347	\$85.00	City Hall Cleaning
Administration	COMPUTER TECHNOLOGY SOLUTIONS	047342	\$1,176.46	Monthly backup/firewall
Administration	METRO SALES INCORPORATED	047346	\$213.24	RICHO Copier Lease
Administration	PENGUINCO TECHNOLOGIES	047351	\$658.27	Website Updates/Maintenance
41400 Administration			\$21,740.47	
Police Department	STREICHER S	047279	\$168.00	Clothing Allowance- Alex Klobe
Police Department	STREICHER S	047337	\$247.17	Klobe-clothing allowance
Police Department	STREICHER S	047337	\$659.98	Overn-Clothing Allowance
Police Department	AMOCO OIL COMPANY	047303	\$1,003.31	Fuel
Police Department	STREICHER S	047337	\$121.50	Police supplies
Police Department	STREICHER S	047337	\$247.17	Police supplies Inv # 1688075



DEPT Descr	Search Name	Check Nbr	Amount	Comments
Police Department	YOUNGER GUNWORKS LLC	047299	\$2,979.99	Police
Police Department	CHRISTIAN, KEOGH & MORAN	047313	\$3,825.00	Police
Police Department	FRONTIER COMMUNICATIONS-GENERA	047305	\$101.69	
Police Department	METRO FIBER NET LLC	047306	\$52.74	
Police Department	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$10,299.00	Insurance
Police Department	A-1 Towing	047264	\$79.88	Police car- oil change
Police Department	MIDWEST BEST CLEANING	473001	\$35.00	cleaning
Police Department	MIDWEST BEST CLEANING	047347	\$35.00	
Police Department	COMPUTER TECHNOLOGY SOLUTIONS	047342	\$1,217.90	Monthly backup/firewall
Police Department	ALWAYS THERE PLUMBING & HEATIN	047302	\$300.00	Animal Boarding March
Police Department	ALWAYS THERE PLUMBING & HEATIN	047310	\$300.00	Animal Boarding April 2024
42123 Police Department			\$21,673.33	
Fire Commission	LE CENTER FIRE RELIEF ASSOC	047272	\$2,000.00	State of MN/SBR Reimb
42260 Fire Commission			\$2,000.00	
Emergency Management	LE SUEUR COUNTY TREASURER	047274	\$15.00	Reimb Chair-Emergency Management
Emergency Management	SURPLUS SERVICES	047353	\$65.00	Emergency Management Supplies
Emergency Management	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$576.00	Insurance
42500 Emergency Management			\$656.00	
Streets Department	AMOCO OIL COMPANY	047303	\$612.53	Fuel
Streets Department	RADERMACHERS	047277	\$319.59	Act # 44509
Streets Department	AMERICAN SOLUTIONS FOR BUS	047280	\$124.19	Time Cards
Streets Department	QUADIENT FINANCE USA INC	047334	\$55.78	4-2-24 to 7-21-24
Streets Department	WONDRA AUTOMOTIVE	047349	\$273.77	Supplies
Streets Department	BOLTON & MENK, INC.	047281	\$1,014.00	Engineering
Streets Department	METRO FIBER NET LLC	047306	\$135.57	
Streets Department	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$15,800.00	Insurance
Streets Department	CENTERPOINT ENERGY	047293	\$33.88	utilities
Streets Department	CENTERPOINT ENERGY	047293	\$330.63	utilities
Streets Department	CINTAS CORPORATION #754	047294	\$126.55	Streets
Streets Department	CINTAS CORPORATION #754	047314	\$136.61	
Streets Department	St. Louis MRO, Inc.	047336	\$25.00	Drug Screen collection
Streets Department	CINTAS CORPORATION #754	047314	\$133.20	Street
Streets Department	COMPUTER TECHNOLOGY SOLUTIONS	047342	\$351.48	Monthly backup/firewall
43121 Streets Department			\$19,472.78	
Pool	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$1,633.00	Insurance
Pool	CENTERPOINT ENERGY	047293	\$68.61	utilities
45124 Pool			\$1,701.61	
Parks	COLE PAPERS INC-GENERAL	047315	\$620.76	Can Liners
Parks	Pioneer Athletics	047333	\$888.43	Red infield conditioner Baseball Field
Parks	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$10,400.00	Insurance
Parks	FRONTIER COMMUNICATIONS-GENERA	047305	\$84.13	
45200 Parks			\$11,993.32	
Library	METRO FIBER NET LLC	047306	\$52.74	
Library	MIDWEST BEST CLEANING	473001	\$55.00	cleaning
Library	MIDWEST BEST CLEANING	047347	\$55.00	Library Cleaning
45501 Library			\$162.74	
101 General Fund			\$123,899.38	
601 Water Fund				
Water Utilities	MINNESOTA REVENUE/SALES TAX	000254	\$675.00	Sales Tax February
Water Utilities	DWYER PLUMBING & HEATING-GENER	047317	\$490.00	Replace water meter-Northview Apts
Water Utilities	HAWKINS, INC.	047271	\$4,316.00	Water chemical
Water Utilities	HAWKINS, INC.	047271	\$20.00	Chemicals-Water
Water Utilities	TOTAL FILTRATION SERVICES INC	047291	\$2,287.20	Water Plant

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Water Utilities	GOPHER STATE ONE-CALL, INC.	047322	\$45.50	Locations
Water Utilities	BOLTON & MENK, INC.	047281	\$180.00	Engineering
Water Utilities	UTILITY CONSULTANTS	047340	\$71.37	Testing
Water Utilities	QUADIENT FINANCE USA INC	047334	\$55.78	4-2-24 to 7-21-24
Water Utilities	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$9,726.00	Insurance
Water Utilities	CENTERPOINT ENERGY	047293	\$81.83	utilities
Water Utilities	FRONTIER COMMUNICATIONS-GENERA	047321	\$287.18	water
49440 Water Utilities			\$18,235.86	
601 Water Fund			\$18,235.86	
602 Sewer Fund				
Sewer Utilities	HAWKINS, INC.	047271	\$3,367.99	Plant-Ferric Chloride
Sewer Utilities	HAWKINS, INC.	047271	\$10.00	Chemicals-Plant
Sewer Utilities	SIOUX VALLEY ENVIRONMENT-GEN	047352	\$3,996.00	Chemicals Plant
Sewer Utilities	GOPHER STATE ONE-CALL, INC.	047322	\$45.50	Locations
Sewer Utilities	BOLTON & MENK, INC.	047311	\$1,254.00	RAF billing
Sewer Utilities	MINNESOTA POLLUTION CONTROL	047329	\$45.00	Kortuem-Wasterwater License
Sewer Utilities	UTILITY CONSULTANTS	047340	\$1,123.03	Testing
Sewer Utilities	METRO FIBER NET LLC	047306	\$136.77	
Sewer Utilities	QUADIENT FINANCE USA INC	047334	\$55.76	4-2-24 to 7-21-24
Sewer Utilities	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$12,185.00	Insurance
Sewer Utilities	CENTERPOINT ENERGY	047293	\$413.20	utilities
Sewer Utilities	MINNESOTA PUMP WORKS	047275	\$504.30	Lift station repair
Sewer Utilities	COMPUTER TECHNOLOGY SOLUTIONS	047342	\$287.49	Monthly backup/firewall
49450 Sewer Utilities			\$23,424.04	
602 Sewer Fund			\$23,424.04	
603 Refuse Fund				
Refuse	MINNESOTA REVENUE/SALES TAX	000254	\$1,348.00	Sales Tax February
Refuse	QUADIENT FINANCE USA INC	047334	\$55.78	4-2-24 to 7-21-24
Refuse	LJP ENTERPRISES WASTE	047354	\$2,225.36	Recycling
Refuse	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$1,028.00	Insurance
43230 Refuse			\$4,657.14	
603 Refuse Fund			\$4,657.14	
609 Liquor Fund				
	MINNESOTA REVENUE/SALES TAX	000254	\$7,550.00	Sales Tax February
			\$7,550.00	
Municipal Liquor Store	RADERMACHERS	047277	\$348.83	Act # 92059/ supplies
Municipal Liquor Store	AMERICAN SOLUTIONS FOR BUS	047280	\$124.18	Time Cards
Municipal Liquor Store	PEPSI COLA BOTTLING CO.	047331	\$584.10	Bar supplies
Municipal Liquor Store	CINTAS CORPORATION #754	047314	\$433.06	Liquor Store
Municipal Liquor Store	PETTY CASH LIQUOR	047332	\$119.66	Supplies
Municipal Liquor Store	DWYER PLUMBING & HEATING-LIQUO	047344	\$128.00	drain cleaner
Municipal Liquor Store	SCHWICKERTS TECTA AMERICA	047278	\$483.19	Ice Machine repair
Municipal Liquor Store	SCHWICKERTS TECTA AMERICA	047278	\$180.00	Cooler repair
Municipal Liquor Store	SCHWICKERTS TECTA AMERICA	047278	\$1,465.00	condensor
Municipal Liquor Store	TIM MILLER ELECTRIC INC	047290	\$249.60	Storage Room - replaced lights
Municipal Liquor Store	TIM MILLER ELECTRIC INC	047290	\$3,234.60	Storage Room - replaced lights
Municipal Liquor Store	VINOCOPIA, INC	047308	\$380.25	Liquor
Municipal Liquor Store	BREAKTHRU BEV MN WINE	047266	\$1,384.92	Liquor
Municipal Liquor Store	BREAKTHRU BEV MN WINE	047266	\$144.00	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	047288	\$211.26	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	047288	\$89.71	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	047288	\$778.91	Liquor

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047284	\$145.29	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047284	\$1,178.68	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047284	\$653.79	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047284	\$1,063.17	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	047335	\$817.68	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	047335	\$623.56	Liquor
Municipal Liquor Store	INDIAN ISLAND WINERY	047323	\$292.80	
Municipal Liquor Store	BREAKTHRU BEV MN WINE	047312	\$1,344.14	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047324	\$1,784.23	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047324	\$3,743.94	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047324	\$901.92	Liquor
Municipal Liquor Store	DAHLHEIMER BEVERAGE	047295	\$3,810.00	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	047269	\$2,885.35	Beer
Municipal Liquor Store	KINNEY CREEK BREWERY	047285	\$39.00	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047292	\$288.00	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047292	-\$130.00	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047292	-\$14.08	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047292	\$6,360.15	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047292	\$168.00	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047292	\$151.00	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047292	-\$4.42	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047339	\$5,331.45	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047339	-\$444.20	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047339	\$5,704.00	Beer
Municipal Liquor Store	KINNEY CREEK BREWERY	047327	\$78.00	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	047343	\$2,452.35	Beer
Municipal Liquor Store	FIRE HOUSE PIZZA	047318	\$125.25	Mdse for resale
Municipal Liquor Store	A.H. HERMEL	047341	\$2,017.34	mdse
Municipal Liquor Store	Fools In The Alley	047320	\$200.00	Sponsorship Joy Ride
Municipal Liquor Store	APG MEDIA OF SOUTHERN MN	047265	\$462.00	Adv
Municipal Liquor Store	KCHK AM/FM	047326	\$1,500.00	Yearly Adv
Municipal Liquor Store	LEAGUE OF MN CITIES INS TRUST P&C	047345	\$4,306.00	Insurance
Municipal Liquor Store	CENTERPOINT ENERGY	473000	\$506.59	Utilities
Municipal Liquor Store	CITY OF LE CENTER GENERAL FUND	047350	\$241.45	Utility Bill- March 2024
Municipal Liquor Store	MIDWEST BEST CLEANING	473001	\$914.86	cleaning
Municipal Liquor Store	MIDWEST BEST CLEANING	047347	\$914.86	Liquor Store Cleaning
Municipal Liquor Store	WW COMMUNICATIONS	047309	\$50.34	Station Monitoring
Municipal Liquor Store	COMPUTER TECHNOLOGY SOLUTIONS	047342	\$291.99	Monthly backup/firewall
Municipal Liquor Store	KASEYA US LLC	047325	\$5,100.31	Liquor Store Point of Sale
Municipal Liquor Store	COMPUTER TECHNOLOGY SOLUTIONS	047316	\$4,200.00	Liquor
Municipal Liquor Store	COMPUTER TECHNOLOGY SOLUTIONS	047316	\$4,536.00	Liquor
Municipal Liquor Store	COMPUTER TECHNOLOGY SOLUTIONS	047316	\$15,608.00	Liquor Store
Municipal Liquor Store	FIRST NATIONAL BANK LE CENTER	047304	\$1,082.08	Loan Payment 4-1-24
Municipal Liquor Store	FIRST NATIONAL BANK LE CENTER	047319	\$1,082.08	Loan Payment
49770 Municipal Liquor Store			\$92,702.22	
609 Liquor Fund			\$100,252.22	
			\$270,468.64	

## Packet Report Revenues

Act Code	SOURCE Descr	Water		
		March 2024 Amt	2024 YTD Amt	2024 Budget
601-00000-37170	Meter Rent	\$1,155.80	\$3,635.57	\$15,000.00
601-00000-50000	Holding Acct.	\$0.00	\$0.00	\$0.00
601-00000-39700	Capital Contributo	\$0.00	\$0.00	\$0.00
601-00000-37190	State Test Fee	\$632.89	\$2,154.16	\$8,500.00
601-00000-37171	Delinquent Utilities	\$0.00	\$0.00	\$0.00
601-00000-37160	Late Charge	\$711.92	\$1,773.83	\$5,000.00
601-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
601-00000-37110	Water Sales	\$45,244.74	\$142,398.76	\$500,000.00
601-00000-36416	Lease Interest Rev	\$0.00	\$0.00	\$0.00
601-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
601-00000-36220	Rents / Lease Rev	\$5,423.17	\$8,940.10	\$42,200.00
601-00000-37150	Water Connect/Re	\$0.00	\$0.00	\$0.00
601-00000-37180	Sales Tax Water	\$622.71	\$2,118.70	\$7,600.00
601		\$53,791.23	\$161,021.12	\$578,300.00

## Packet Report Expenses

Act Code	OBJECT Descr	Water		
		March 2024 Amt	2024 YTD Amt	2024 Budget
601-49440-240	Equipment	\$0.00	\$0.00	\$5,000.00
601-49440-300	Professional Servic	\$2.70	\$29.05	\$1,000.00
601-49440-303	Engineer Fees	\$180.00	\$180.00	\$0.00
601-49440-310	Permits and Fees	\$0.00	\$2,325.00	\$10,000.00
601-49440-311	Testing	\$71.37	\$142.74	\$1,000.00
601-49440-322	Postage	\$140.00	\$336.08	\$1,600.00
601-49440-361	Insurance Premiu	\$0.00	\$0.00	\$8,800.00
601-49440-381	Utility Services	\$5,177.50	\$12,270.06	\$60,000.00
601-49440-401	Repair/Maint Buildi	\$0.00	\$325.76	\$7,000.00
601-49440-404	Repair/Maint Mach	\$265.55	\$412.01	\$5,000.00
601-49440-430	Miscellaneous Exp	\$0.00	\$0.00	\$0.00
601-49440-433	Dues & Subscriptio	\$288.67	\$654.67	\$3,000.00
601-49440-520	Capital Improveme	\$0.00	\$0.00	\$0.00
601-49440-131	Health Insurance	\$638.66	\$1,944.45	\$20,000.00
601-49440-221	Repair/Maint Supp	\$2,684.48	\$2,684.48	\$10,000.00
601-49440-121	PERA Contribution	\$225.70	\$660.15	\$3,700.00
601-49440-135	HSA Contributions	\$85.21	\$255.63	\$0.00
601-49440-216	Chemicals & Chem	\$6,104.19	\$8,711.90	\$50,000.00
601-47000-611	Bond Interest	\$0.00	\$20,221.35	\$39,943.00
601-47000-620	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00
601-49440-102	Full-time Employe	\$197.93	\$466.09	\$0.00
601-47000-601	Bond Principal	\$0.00	\$50,000.00	\$284,000.00
601-49440-122	Social Security / M	\$224.43	\$655.96	\$3,600.00
601-49440-203	Water Meters	\$834.68	\$2,531.82	\$6,000.00
601-49440-215	Operating Supplies	\$185.47	\$185.47	\$4,000.00
601-49440-101	Full-time Employe	\$2,811.58	\$8,336.11	\$47,000.00
601-49440-207	Training	\$530.78	\$1,080.78	\$1,000.00
601-49440-134	Disability / Life	\$579.88	\$1,648.25	\$0.00
601-49440-200	Sales Tax	\$675.00	\$1,604.00	\$8,800.00
601-49440-190	Pension Expense	\$0.00	\$0.00	\$0.00
601-49440-151	Workers Compens	\$0.00	\$175.54	\$1,400.00
601		\$21,903.78	\$117,837.35	\$611,843.00

## Packet Report Revenues

		Sewer		
Act Code	SOURCE Descr	March 2024 Amt	2024 YTD Amt	2024 Budget
602-00000-39302	Royal American Fo	\$0.00	\$9,644.42	\$0.00
602-49450-39101	Gain (loss) on sale	\$0.00	\$0.00	\$0.00
602-00000-39700	Capital Contributo	\$0.00	\$0.00	\$0.00
602-00000-39301	Plant O & M	\$0.00	\$19,316.19	\$123,000.00
602-00000-39300	Debt Proceeds	\$0.00	\$9,671.77	\$115,000.00
602-00000-37210	Sewer Charges	\$38,247.48	\$112,261.26	\$400,000.00
602-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
602-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
602-00000-37250	Sewer Connect/Re	\$0.00	\$0.00	\$0.00
602		\$38,247.48	\$150,893.64	\$638,000.00

## Packet Report Expenses

		Sewer		
Act Code	OBJECT Descr	March 2024 Amt	2024 YTD Amt	2024 Budget
602-49450-303	Engineer Fees	\$0.00	\$3,360.00	\$1,000.00
602-49450-310	Permits and Fees	\$23.00	\$1,573.00	\$1,600.00
602-49450-321	Telephone	\$136.77	\$410.31	\$2,200.00
602-49450-322	Postage	\$140.00	\$336.05	\$1,600.00
602-49450-437	Contractual Servic	\$287.49	\$862.47	\$0.00
602-49450-352	Disposal Fee	\$230.12	\$457.76	\$2,400.00
602-49450-311	Testing	\$934.56	\$2,258.16	\$11,000.00
602-49450-381	Utility Services	\$5,517.95	\$12,014.47	\$57,000.00
602-49450-401	Repair/Maint Buildi	\$0.00	\$325.75	\$3,000.00
602-49450-402	Repair/Maint Struc	\$1,711.00	\$1,711.00	\$30,000.00
602-49450-404	Repair/Maint Mach	\$706.67	\$1,795.27	\$15,000.00
602-49450-300	Professional Servic	\$2.70	\$576.94	\$1,000.00
602-49450-433	Dues & Subscriptio	\$288.66	\$348.66	\$2,000.00
602-47000-630	Discount bonds iss	\$0.00	\$0.00	\$0.00
602-49450-240	Equipment	\$0.00	\$0.00	\$5,000.00
602-49450-361	Insurance Premiu	\$0.00	\$0.00	\$9,800.00
602-47000-601	Bond Principal	\$0.00	\$91,183.06	\$252,469.00
602-47000-620	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00
602-49450-101	Full-time Employe	\$7,119.10	\$20,853.15	\$170,000.00
602-49450-102	Full-time Employe	\$827.00	\$1,929.70	\$3,000.00
602-49450-121	PERA Contribution	\$595.97	\$1,708.74	\$8,700.00
602-49450-122	Social Security / M	\$596.40	\$1,708.36	\$8,800.00
602-49450-216	Chemicals & Chem	\$10,092.98	\$26,876.45	\$80,000.00
602-47000-611	Bond Interest	\$0.00	\$21,005.20	\$42,011.00
602-49450-221	Repair/Maint Supp	\$0.00	\$770.64	\$5,000.00
602-49450-131	Health Insurance	\$1,589.13	\$4,796.67	\$45,000.00
602-49450-215	Operating Supplies	\$100.48	\$366.40	\$4,000.00
602-49450-207	Training	\$0.00	\$370.00	\$1,500.00
602-49450-190	Pension Expense	\$0.00	\$0.00	\$0.00
602-49450-151	Workers Compens	\$0.00	\$546.45	\$3,400.00
602-49450-135	HSA Contributions	\$89.88	\$269.65	\$0.00
602-49450-134	Disability / Life	\$2,875.49	\$8,158.89	\$0.00
602		\$33,865.35	\$206,573.20	\$766,480.00

## Packet Report Revenues

### Refuse

Act Code	SOURCE Descr	March 2024 Amt	2024 YTD Amt	2024 Budget
603-43230-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
603-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
603-00000-36250	Miscellaneous Rev	\$0.00	\$0.00	\$0.00
603-00000-37310	Refuse Collection F	\$6,425.39	\$20,244.85	\$77,000.00
603-00000-37330	Refuse bag sales	\$5,233.00	\$12,308.50	\$77,000.00
603		<u>\$11,658.39</u>	<u>\$32,553.35</u>	<u>\$154,000.00</u>

## Packet Report Expenses

### Refuse

Act Code	OBJECT Descr	March 2024 Amt	2024 YTD Amt	2024 Budget
603-43230-215	Operating Supplies	\$140.00	\$3,993.41	\$10,000.00
603-43230-520	Capital Improveme	\$0.00	\$0.00	\$0.00
603-43230-430	Miscellaneous Exp	\$0.00	\$0.00	\$0.00
603-43230-420	Depreciation Expe	\$0.00	\$0.00	\$0.00
603-43230-405	Repair/Maint Vehic	\$0.00	\$0.00	\$2,000.00
603-43230-361	Insurance Premiu	\$0.00	\$0.00	\$1,300.00
603-43230-352	Disposal Fee	\$6,299.88	\$14,132.00	\$72,000.00
603-43230-325	Publications Misc.	\$0.00	\$0.00	\$0.00
603-43230-221	Repair/Maint Supp	\$0.00	\$0.00	\$500.00
603-43230-603	Loan/Lease Payme	\$0.00	\$0.00	\$27,400.00
603-43230-121	PERA Contribution	\$233.58	\$767.06	\$4,200.00
603-43230-212	Motor Fuels	\$347.24	\$347.24	\$3,000.00
603-43230-101	Full-time Employe	\$2,409.11	\$7,226.13	\$45,000.00
603-43230-103	Part-time Employe	\$1,517.12	\$5,577.99	\$11,000.00
603-43230-122	Social Security / M	\$306.99	\$989.92	\$4,300.00
603-43230-131	Health Insurance	\$764.60	\$2,346.53	\$3,000.00
603-43230-134	Disability / Life	\$30.72	\$91.01	\$0.00
603-43230-135	HSA Contributions	\$167.31	\$501.87	\$0.00
603-43230-151	Workers Compens	\$0.00	\$562.89	\$3,100.00
603-43230-200	Sales Tax	\$1,348.00	\$2,050.00	\$15,000.00
603-43230-102	Full-time Employe	\$212.52	\$520.57	\$0.00
603		<u>\$13,777.07</u>	<u>\$39,106.62</u>	<u>\$201,800.00</u>

## Packet Report Revenues

		Liquor		
Act Code	SOURCE Descr	March 2024 Amt	2024 YTD Amt	2024 Budget
609-00000-37913	Wine On-Sale	\$340.98	\$910.01	\$400.00
609-00000-37920	Gambling & Game	\$7,621.19	\$29,013.01	\$50,000.00
609-00000-37915	Liquor Miscellaneo	\$4,048.69	\$13,638.17	\$62,000.00
609-00000-37912	Beer On-Sale	\$21,444.58	\$60,318.60	\$152,000.00
609-00000-37911	Liquor On-Sale	\$10,063.64	\$29,791.28	\$110,000.00
609-00000-37813	Wine Off-Sale	\$3,287.98	\$9,410.50	\$45,000.00
609-00000-37811	Liquor Off-Sale	\$17,083.90	\$62,029.32	\$250,000.00
609-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
609-00000-36220	Rents / Lease Rev	\$525.00	\$4,325.00	\$22,800.00
609-00000-11501	Credit Card Receipt	\$422.32	\$299.97	\$0.00
609-00000-11500	Charge Sales	\$1,500.50	-\$567.78	\$0.00
609-00000-37916	Cash Over (Short)	-\$194.44	-\$283.97	\$0.00
609-00000-37812	Beer Off-Sale	\$32,436.39	\$98,625.94	\$490,000.00
609		<u>\$98,580.73</u>	<u>\$307,510.05</u>	<u>\$1,182,200.00</u>

## Packet Report Expenses

		Liquor		
Act Code	OBJECT Descr	March 2024 Amt	2024 YTD Amt	2024 Budget
609-49770-313	Card Processing F	\$1,466.27	\$5,191.21	\$12,000.00
609-49770-325	Publications Misc.	\$462.00	\$462.00	\$2,500.00
609-49770-361	Insurance Premiu	\$0.00	\$3,956.00	\$10,100.00
609-49770-381	Utility Services	\$2,260.19	\$6,156.01	\$25,000.00
609-49770-386	Cleaning	\$1,829.72	\$5,489.16	\$16,000.00
609-49770-401	Repair/Maint Buildi	\$1,600.00	\$1,600.00	\$1,000.00
609-49770-720	Operating Transfer	\$0.00	\$0.00	\$75,000.00
609-49770-420	Depreciation Expe	\$0.00	\$0.00	\$0.00
609-49770-430	Miscellaneous Exp	\$0.00	\$0.00	\$0.00
609-49770-434	Property Taxes	\$0.00	\$0.00	\$3,400.00
609-49770-442	Entertainment	\$1,025.00	\$3,910.00	\$9,200.00
609-49770-310	Permits and Fees	\$0.00	\$2,115.00	\$6,000.00
609-49770-570	Office Equipment	\$0.00	\$0.00	\$0.00
609-49770-603	Loan/Lease Payme	\$2,164.16	\$4,328.32	\$12,915.00
609-49770-135	HSA Contributions	\$216.34	\$649.02	\$0.00
609-49770-435	NSF Check	\$0.00	-\$60.00	\$0.00
609-49770-122	Social Security / M	\$1,055.29	\$3,159.85	\$12,500.00
609-49770-301	Audit Fees	\$0.00	\$3,400.00	\$3,400.00
609-49770-437	Contractual Servic	\$342.33	\$708.31	\$0.00
609-49770-101	Full-time Employe	\$7,451.14	\$22,276.52	\$129,000.00
609-49770-102	Full-time Employe	\$57.68	\$243.53	\$2,000.00
609-49770-190	Pension Expense	\$0.00	\$0.00	\$0.00
609-49770-121	PERA Contribution	\$793.99	\$2,185.91	\$12,300.00
609-49770-131	Health Insurance	\$2,548.06	\$7,684.56	\$50,000.00
609-49770-134	Disability / Life	\$114.20	\$342.60	\$0.00
609-49770-151	Workers Compens	\$0.00	\$921.53	\$4,700.00
609-49770-207	Training	\$0.00	\$0.00	\$0.00
609-49770-215	Operating Supplies	\$945.56	\$6,326.81	\$20,000.00
609-49770-221	Repair/Maint Supp	\$5,612.39	\$6,553.93	\$3,500.00
609-49770-251	Purchase Liquor	\$15,002.10	\$43,761.25	\$215,000.00
609-49770-252	Purchase Beer	\$27,979.85	\$102,967.15	\$480,000.00
609-49770-259	Consumable Good	\$2,157.08	\$6,664.07	\$35,000.00
609-49770-103	Part-time Employe	\$6,545.64	\$19,564.59	\$33,300.00
609		<u>\$81,628.99</u>	<u>\$260,557.33</u>	<u>\$1,173,815.00</u>

## 2024 LIQUOR LICENSE RENEWALS

### On-Sale 3.2% or Strong Beer Licenses

Le Center PTO  
Men's Softball League  
Braves over 35 Baseball  
St. Mary's Church Festival  
Le Center Community Club  
Le Sueur County Sheriffs Posse  
Le Center Sportsmans Club  
DRW Women's Softball Team

### On-Sale 3.2% or Strong Beer License & Wine License

Home Plate Restaurant

### On-Sale Club Licenses

V.F.W. Post  
American Legion Club



CITY OF LE CENTER  
10 West Tyrone Street  
Le Center, MN 56057  
ph. 507-357-4450/ fax 507-357-6888

APPLICATION FOR: SPECIAL EVENT / PERMIT TO CLOSE STREET

Event: VGUMC Clubhouse Grand Opening

Name of Person Responsible: John Keltgen (VGUMC - South Chapter)

Address & Phone Number: 23 E. Minnesota Ave, 763-245-2224

Dates: 27 April 24

Location: 23 E. Minnesota Ave

Detailed Description of Event: Clubhouse Grand Opening - Raft Drawing

Applicant requests a permit to close parking on Minnesota (Street/Avenue or Alley) between Park and Waterville


from 12:00 am/pm to 6:00 am/pm on 27 April 24 (Date)(s)

I understand that I am responsible for contacting Le Center City Hall (507)357-4450 at least 4 weeks in advance of event to arrange for city council approval, police approval and barricades to delivered.

By signing this form I agree to notify the City of Le Center of any changes that occur before or during the issuance of this permit.

Applicant Signature:

Date:

  
(Signature certifies all information to be correct.)

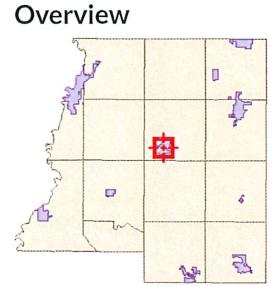
13 March 24

City Staff Approval and Comments:

Police Chief: \_\_\_\_\_

City Clerk/Council: \_\_\_\_\_

Current/blockpartypermit



- Legend**
- Roads
  - City Limits
  - Parcels
  - Parcel Labels

*No Parking Signs needed*

-Aerial Photo taken in April 2021

Date created: 3/13/2024  
 Last Data Uploaded: 3/13/2024 1:42:23 PM

CITY OF LE CENTER  
10 West Tyrone Street  
Le Center, MN 56057  
ph. 507-357-4450/ fax 507-357-6888

APPLICATION FOR: SPECIAL EVENT / PERMIT TO CLOSE STREET

Event: Annual Til Valhalla Motorcycle Run

Name of Person Responsible: John Keltgen (Vigilant Guardians VMC)

Address & Phone Number: 23 E. Minnesota St.; 763-245-2224

Dates: 29 June 24

Location: 23 E. Minnesota St. in AM + LC American Legion in PM.

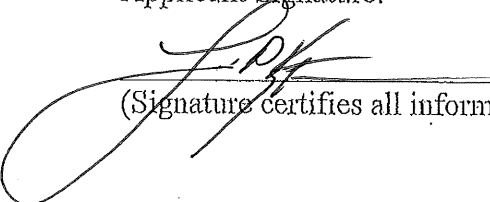
Detailed Description of Event: Annual VGVMC ride in memory of those brothers and sisters-in-arms we have lost. Ride starts in front of our Clubhouse and ends later in the day at The LC American Legion Building.

Applicant requests a permit to close \_\_\_\_\_ (Street/Avenue or Alley) between \_\_\_\_\_ and \_\_\_\_\_

from 9:00 am/pm to 11:00 am/pm on 29 June 24 (Date)(s)

4:00pm to 8pm?  
I understand that I am responsible for contacting Le Center City Hall (507)357-4450 at least 4 weeks in advance of event to arrange for city council approval, police approval and barricades to delivered.

By signing this form I agree to notify the City of Le Center of any changes that occur before or during the issuance of this permit.

Applicant Signature:   
(Signature certifies all information to be correct.)

Date: 13 March 24

City Staff Approval and Comments:

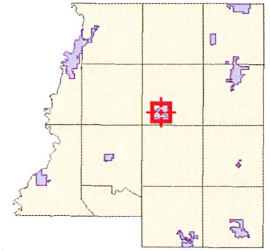
Police Chief: \_\_\_\_\_

City Clerk/Council: \_\_\_\_\_

Current/blockpartypermit \_\_\_\_\_



Overview



Legend

- Roads
- City Limits
- Parcels
- Parcel Labels

-Aerial Photo taken in April 2021

Date created: 3/13/2024

Last Data Uploaded: 3/13/2024 1:42:23 PM

Developed by Schneider GEOSPATIAL

*No Parking Signs needed*

CITY OF LE CENTER, MN  
Special Event Permit Application

10 West Tyrone Street, Le Center, MN 56057 (507) 357-4450 Fax (507) 357-6888

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF ORGANIZATION: \_\_\_\_\_

APPLICANT NAME: Allison Schmitt

ADDRESS: 439 W Minnesota St <sup>Le Center</sup> STATE: MN ZIP: 56057

DAYTIME PHONE: (651) 403-0657 CELL: ( ) 651-403-0657

MANAGER ON SITE DAY OF EVENT: Allison CELL: ( ) Same  
Any change in the above information, please notify City Hall immediately.

SPECIAL EVENT INFORMATION

Type of Event:  
 RUN/WALK     RALLY     PARADE     WEDDING CEREMONY/PHOTOS  
 FAIR     CONCERT     PICNIC     OTHER (Specify) market

EVENT TITLE: \_\_\_\_\_

EVENT DATE(S): April 18, 19, 20 ESTIMATED ATTENDANCE \_\_\_\_\_

REQUESTED PARK: Swimming pool park AREA OF PARK: Along Plut Ave

\* HOURS OF EVENT: \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM SET UP TIMES \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM

\* TAKE DOWN TIME: \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM DESCRIPTION OF EVENT SET UP: individual vendors with tables + products  
\* See attached letter

Please attach additional sheets as necessary, including plans, drawings, maps, etc.

DEPARTMENTAL ROUTING

CONDITIONS FOR APPROVAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
Signatures  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Police  
\_\_\_\_\_  
Public Works  
\_\_\_\_\_  
Fire Dept. (If required)

DISAPPROVAL BY \_\_\_\_\_  
DATE: \_\_\_\_\_  
DEPT: \_\_\_\_\_  
PHONE: \_\_\_\_\_

April 2, 2024

Dear Mayor Harmeyer, Councilman Hintz, Councilman Steffen, Councilman Scott and Administrator Evans:

As you may know, Le Center has not had an active farmers' market for at least as long as the four years I've lived here. I started selling canned goods at farmers' markets about three years ago. With no market here, I have participated in markets in neighboring communities.

At a market in Montgomery last week, I was surprised to see three other vendors from Le Center. As we got acquainted, it occurred to us to band together to do a pop-up market here. Piggy-backing on the upcoming city-wide garage sales seemed like an ideal opportunity.

We request permission to set up in Plut Park near the picnic shelter the following days and times:

- Thursday, April 18 and Friday, April 19: 10 a.m.-5 p.m., with set up the hour before and take down the hour after
- Saturday, April 20: 9 a.m.- 1 p.m., with set up the hour before and take down the hour after

Because we have not done something like this in Le Center before, we are not sure if business (and weather) will warrant us vending the entire time requested. But we will be there no earlier and no later than the time requested.

At present, we are a group of four vendors interested in participating in this market. We know of others we intend to invite, but don't anticipate it involving more than a half dozen or so.

We intend to create a flyer to hang around town and neighboring towns that will advertise our market as well as the city-wide garage sales and have a small social media presence. We think it will be a good complement to the Chamber's advertising efforts.

If all goes well, we may repeat this request for future pop-up markets.

Thank you in advance for considering our request!

Sincerely, on behalf of the vendors,



439 W Minnesota St, Le Center



All Forms of Insurance

- DARIAN HUNT [darlan@houseofinsuranceagency.com](mailto:darlan@houseofinsuranceagency.com)
- RANDY HUNT [randy@houseofinsuranceagency.com](mailto:randy@houseofinsuranceagency.com)
- HAYLEY HUNT [hayley@houseofinsuranceagency.com](mailto:hayley@houseofinsuranceagency.com)
- MATT STEFFEN [matt@houseofinsuranceagency.com](mailto:matt@houseofinsuranceagency.com)
- PAT LLOYD [pat@houseofinsuranceagency.com](mailto:pat@houseofinsuranceagency.com)
- DANNY MCCABE [danny@houseofinsuranceagency.com](mailto:danny@houseofinsuranceagency.com)
- STACY HUNT [stacy@houseofinsuranceagency.com](mailto:stacy@houseofinsuranceagency.com)
- JOSH FARM [josh@houseofinsuranceagency.com](mailto:josh@houseofinsuranceagency.com)
- TYLER BEDNAR [tyler@houseofinsuranceagency.com](mailto:tyler@houseofinsuranceagency.com)

Le Center, MN • Montgomery, MN • Lonsdale, MN

**CITY OF LECENTER  
10 WEST TYRONE  
LECENTER, MN 56057**

**2024 Insurance Review**

April 9<sup>h</sup>, 2024

League of Minnesota Cities Insurance Trust – LMCIT

Member Since 1987

Policy Period 1/15/24 to 1/15/25

**Premiums:**

- I. Package Policy: \$79,450 (Decrease of \$661.00)
- II. Worker's Compensation: \$48,312 (Increase of \$7837)

**COVERAGES PROVIDED:**

- I. **Property – Building/Contents and Property In The Open**  
Total Property Value \$30,171,477  
Property Value Increase of \$1,504,119 (12%)  
Mobile Property – Greater than \$250,000 must be listed  
See attached list of locations (Pages 3-4)  
Coverage provides all direct physical loss subject to policy exclusions and A \$1000 deductible per occurrence.
- II. **Equipment Breakdown Coverage**  
Subject to \$1000 deductible
- III. **Auto Coverage – All Autos Owned by City of LeCenter**  
\$2 Million Per Occurrence Automobile Liability (Page 5)  
Basic 20,000/20,000 Personal Injury  
Physical Damage - \$1000 Deductible comprehensive & collision  
Includes hired & non-owned auto
- IV. **Municipal Liability**  
\$2 Million each occurrence limit
  - a. Liability Coverage Guide
  - b. Action Item ( Page 6) – Choose Liability Limit



**V. Crime Coverage**

Actual loss sustained inside the premises

Maximum of \$250,000 per occurrence outside the premises

Subject to \$1000 deductible

**VI. Cyber Liability - \$250,000**

**VIII LMCIT Dividend Program**

2019 -\$3,073 (Increase of \$677) Dividend Paid –

2020 - \$6,993 (Increase of \$3920) Dividend Paid –

2021 - \$18,458 (Increase of \$11,465) Dividend Paid-

2022 - \$12,174 (Decrease of \$6284) Dividend Paid-

2023- \$3625 (Decrease of \$8549) Dividend Paid -

**Questions?????**

The above summaries of coverages are not to be construed as the policy. The actual policy contains all overages and exclusions applicable.



Municipal Liability

<b>Total for Municipal Liability</b>				<b>\$16,610.00</b>
Employment	14		1,000	\$2,703.00
Expenditures	3,171,848		1,000	\$2,940.00
Land Use	778	1,000,000	1,000	\$2,210.00
Police	3		1,000	\$6,820.00
Sewer E&O	922		1,000	\$1,937.00

Municipal Property

<b>Total for Municipal Property</b>				<b>\$54,254.00</b>
	Unscheduled/Flat	1,110,807	1,000	\$2,975.00
Crime		250,000	500	Included
Bond		100,000	1,000	\$332.00
First Party Cyber		250,000	500	\$971.00
Petrofund		250,000		Included
Equipment Breakdown			1,000	\$4,098.00
<b>LOCATION 1 - 10 W TYRONE, Le Center, MN 56057 - CITY HALL</b>				
Building		2,046,975	1,000	\$3,276.00
Contents		494,019	1,000	\$966.00
<b>Total for LOCATION 1 - 10 W TYRONE, Le Center, MN 56057 - CITY HALL</b>				<b>\$4,242.00</b>
<b>LOCATION 2 - 601 SO MAPLE AVE, Le Center, MN 56057 - WWTP (SEE MPCBP216)</b>				
Building		7,473,270	1,000	\$6,754.00
Contents		2,695,330	1,000	\$2,436.00
<b>Total for LOCATION 2 - 601 SO MAPLE AVE, Le Center, MN 56057 - WWTP (SEE MPCBP216)</b>				<b>\$9,190.00</b>
<b>LOCATION 3 - 20 N WATERVILLE AVE, Le Center, MN 56057 - LIQUOR STORE</b>				
Building		805,035	1,000	\$1,546.00
Contents		281,410	1,000	\$901.00
<b>Total for LOCATION 3 - 20 N WATERVILLE AVE, Le Center, MN 56057 - LIQUOR STORE</b>				<b>\$2,447.00</b>
<b>LOCATION 4 - 205 E DERRYNANNE ST, Le Center, MN 56057 - BATH HOUSE</b>				
Building		314,685	1,000	\$1,242.00
Contents		8,025	1,000	\$32.00
<b>Total for LOCATION 4 - 205 E DERRYNANNE ST, Le Center, MN 56057 - BATH HOUSE</b>				<b>\$1,274.00</b>
<b>LOCATION 5 - 320 S PLUT AVE, Le Center, MN 56057 - RESTROOM</b>				
Building		139,755	1,000	\$736.00
<b>Total for LOCATION 5 - 320 S PLUT AVE, Le Center, MN 56057 - RESTROOM</b>				<b>\$736.00</b>
<b>LOCATION 6 - 10 W TYRONE ST, Le Center, MN 56057 - PUMP HOUSE</b>				
Building		38,010	1,000	\$34.00
Contents		1,605	1,000	\$1.00
<b>Total for LOCATION 6 - 10 W TYRONE ST, Le Center, MN 56057 - PUMP HOUSE</b>				<b>\$35.00</b>
<b>LOCATION 7 - 771 W SHARON ST, Le Center, MN 56057 - REFRESHMENT STAND/SHELTER</b>				
Building		242,130	1,000	\$956.00
Contents		8,560	1,000	\$34.00
<b>Total for LOCATION 7 - 771 W SHARON ST, Le Center, MN 56057 - REFRESHMENT STAND/SHELTER</b>				<b>\$990.00</b>
<b>LOCATION 8 - 411 N WATERVILLE AVE, Le Center, MN 56057 - PICNIC SHELTER</b>				
Building		83,895	1,000	\$442.00
<b>Total for LOCATION 8 - 411 N WATERVILLE AVE, Le Center, MN 56057 - PICNIC SHELTER</b>				<b>\$442.00</b>
<b>LOCATION 9 - 180 S LEXINGTON AVE, Le Center, MN 56057 - GARAGE</b>				
Building		525,525	1,000	\$654.00
Contents		85,600	1,000	\$160.00
<b>Total for LOCATION 9 - 180 S LEXINGTON AVE, Le Center, MN 56057 - GARAGE</b>				<b>\$814.00</b>
<b>LOCATION 10 - 320 S PLUT AVE, Le Center, MN 56057 - PICNIC SHELTER</b>				
Building		208,530	1,000	\$1,098.00
<b>Total for LOCATION 10 - 320 S PLUT AVE, Le Center, MN 56057 - PICNIC SHELTER</b>				<b>\$1,098.00</b>
<b>LOCATION 11 - 180 S LEXINGTON AVE, Le Center, MN 56057 - COLD STORAGE</b>				
Building		254,940	1,000	\$317.00
Contents		39,590	1,000	\$74.00
<b>Total for LOCATION 11 - 180 S LEXINGTON AVE, Le Center, MN 56057 - COLD STORAGE</b>				<b>\$391.00</b>
<b>LOCATION 12 - 771 W SHARON ST, Le Center, MN 56057 - SKATING RINK/WARMING HOUSE</b>				
Building		118,755	1,000	\$469.00
Contents		1,070	1,000	\$4.00
<b>Total for LOCATION 12 - 771 W SHARON ST, Le Center, MN 56057 - SKATING RINK/WARMING HOUSE</b>				<b>\$473.00</b>
<b>LOCATION 13 - 320 S PLUT AVE, Le Center, MN 56057 - RESTROOMS, CONCESSION</b>				
Building		179,655	1,000	\$709.00
Contents		4,815	1,000	\$19.00
<b>Total for LOCATION 13 - 320 S PLUT AVE, Le Center, MN 56057 - RESTROOMS, CONCESSION</b>				<b>\$728.00</b>
<b>LOCATION 14 - SOUTH PARK, Le Center, MN 56057 - PARK</b>				
Property In the Open		544,385	1,000	\$2,508.00
<b>Total for LOCATION 14 - SOUTH PARK, Le Center, MN 56057 - PARK</b>				<b>\$2,508.00</b>
<b>LOCATION 15 - CENTENNIAL PARK, Le Center, MN 56057 - PARK</b>				
Property In the Open		406,476	1,000	\$1,873.00
<b>Total for LOCATION 15 - CENTENNIAL PARK, Le Center, MN 56057 - PARK</b>				<b>\$1,873.00</b>
<b>LOCATION 16 - NORTH PARK, Le Center, MN 56057 - PARK</b>				
Property In the Open		105,503	1,000	\$486.00
<b>Total for LOCATION 16 - NORTH PARK, Le Center, MN 56057 - PARK</b>				<b>\$486.00</b>

LOCATION 17 - CITYWIDE, Le Center, MN 56057 - STREET LIGHTS ETC				
Property In the Open	653,260	1,000	\$3,010.00	
Total for LOCATION 17 - CITYWIDE, Le Center, MN 56057 - STREET LIGHTS ETC			\$3,010.00	
LOCATION 18 - MAPLE AVE, Le Center, MN 56057 - IND PARK SIGN				
Property In the Open	4,570	1,000	\$21.00	
Total for LOCATION 18 - MAPLE AVE, Le Center, MN 56057 - IND PARK SIGN			\$21.00	
LOCATION 19 - 630 CEDAR RIDGE AVE, Le Center, MN 56057 - WATER TOWER & WELL				
Building	2,674,665	1,000	\$3,330.00	
Contents	64,200	1,000	\$97.00	
Total for LOCATION 19 - 630 CEDAR RIDGE AVE, Le Center, MN 56057 - WATER TOWER & WELL			\$3,427.00	
LOCATION 20 - 411 N WATERVILLE AVE, Le Center, MN 56057 - RESTROOMS				
Building	87,465	1,000	\$460.00	
Total for LOCATION 20 - 411 N WATERVILLE AVE, Le Center, MN 56057 - RESTROOMS			\$460.00	
LOCATION 21 - 200 E BOWLER ST, Le Center, MN 56057 - OFFICE BUILDING				
Building	359,415	1,000	\$575.00	
Total for LOCATION 21 - 200 E BOWLER ST, Le Center, MN 56057 - OFFICE BUILDING			\$575.00	
LOCATION 22 - 263 N LEXINGTON, Le Center, MN 56057 - GENERATOR				
Building	79,905	1,000	\$121.00	
Total for LOCATION 22 - 263 N LEXINGTON, Le Center, MN 56057 - GENERATOR			\$121.00	
LOCATION 23 - CITY WIDE, Le Center, MN 56057 - TRAFFIC/STREET SIGNS				
Property In the Open	217,753	1,000	\$1,003.00	
Total for LOCATION 23 - CITY WIDE, Le Center, MN 56057 - TRAFFIC/STREET SIGNS			\$1,003.00	
LOCATION 24 - SUNRISE PARK, Le Center, MN 56057 - PARK				
Property in the Open	17,130	1,000	\$79.00	
Total for LOCATION 24 - SUNRISE PARK, Le Center, MN 56057 - PARK			\$79.00	
LOCATION 25 - 410 E ROLLING HILLS DR, Le Center, MN 56057 - GENERATOR				
Building	70,140	1,000	\$106.00	
Total for LOCATION 25 - 410 E ROLLING HILLS DR, Le Center, MN 56057 - GENERATOR			\$106.00	
LOCATION 26 - 660 S CORDOVA, Le Center, MN 56057 - GENERATOR				
Building	58,065	1,000	\$88.00	
Total for LOCATION 26 - 660 S CORDOVA, Le Center, MN 56057 - GENERATOR			\$88.00	
LOCATION 27 - 263 LEXINGTON AVE, Le Center, MN 56057 - WELL HOUSE				
Building	82,950	1,000	\$153.00	
Contents	374,072	1,000	\$692.00	
Total for LOCATION 27 - 263 LEXINGTON AVE, Le Center, MN 56057 - WELL HOUSE			\$845.00	
LOCATION 28 - 90 W TYRONE ST, Le Center, MN 56057 - WATER TREATMENT FACILITY				
Building	3,121,860	1,000	\$2,822.00	
Contents	1,962,915	1,000	\$1,774.00	
Total for LOCATION 28 - 90 W TYRONE ST, Le Center, MN 56057 - WATER TREATMENT FACILITY			\$4,596.00	
LOCATION 29 - 70 E MINNESOTA, Le Center, MN 56057 - OFFICE/ 3 APT IN UPPER STORY				
Building	821,520	1,000	\$1,578.00	
Contents	87,633	1,000	\$281.00	
Total for LOCATION 29 - 70 E MINNESOTA, Le Center, MN 56057 - OFFICE/ 3 APT IN UPPER STORY			\$1,859.00	
LOCATION 30 - CITY WIDE, Le Center, MN 56057 - FIRE HYDRANTS				
Building	620,121	1,000	\$702.00	
Total for LOCATION 30 - CITY WIDE, Le Center, MN 56057 - FIRE HYDRANTS			\$702.00	
LOCATION 31 - SOUTH PARK, Le Center, MN 56057 - OUTDOOR SCOREBOARD				
Property in the Open	39,771	1,000	\$183.00	
Total for LOCATION 31 - SOUTH PARK, Le Center, MN 56057 - OUTDOOR SCOREBOARD			\$183.00	
LOCATION 32 - 320 S PLUT, Le Center, MN 56057 - GAZEBO - SOUTH PARK				
Building	22,680	1,000	\$119.00	
Total for LOCATION 32 - 320 S PLUT, Le Center, MN 56057 - GAZEBO - SOUTH PARK			\$119.00	
LOCATION 33 - 320 S PLUT, Le Center, MN 56057 - PRESSBOX - SOUTH PARK				
Building	42,735	1,000	\$225.00	
Total for LOCATION 33 - 320 S PLUT, Le Center, MN 56057 - PRESSBOX - SOUTH PARK			\$225.00	
LOCATION 34 - 660 S CORDOVA AVE, Le Center, MN 56057 - LIFT STATION - CORDOVA				
Building	112,455	1,000	\$102.00	
Contents	82,283	1,000	\$74.00	
Total for LOCATION 34 - 660 S CORDOVA AVE, Le Center, MN 56057 - LIFT STATION - CORDOVA			\$176.00	
LOCATION 35 - 410 E ROLLING HILLS DR, Le Center, MN 56057 - LIFT STATION - ROLLING HILLS				
Building	112,455	1,000	\$102.00	
Contents	105,074	1,000	\$95.00	
Total for LOCATION 35 - 410 E ROLLING HILLS DR, Le Center, MN 56057 - LIFT STATION - ROLLING HILLS			\$197.00	
LOCATION 36 - 205 E DERRYANE ST, Le Center, MN 56057 - POOL PIO				
Property in the Open	78,000	1,000	\$359.00	
Total for LOCATION 36 - 205 E DERRYANE ST, Le Center, MN 56057 - POOL PIO			\$359.00	

City of Le Center  
 CMC 1000566-8  
 Premium

\$79,450.00

	Coverage	Actual Exposure	Limit	Deductible	Premium
Auto	Liability	2,000,000/2,000,000		1,000	\$4,325.00
	Physical Damage			1,000	\$4,183.00
	Hired & Non-Owned	2,000,000/2,000,000			\$78.00
	<b>Total for Auto</b>				<b>\$8,586.00</b>
VEHICLE 1 - 1996 FORD TRUCK (6449)	Liability			1,000	\$332.00
	Physical Damage			1,000	\$155.00
	<b>Total for VEHICLE 1 - 1996 FORD TRUCK (6449)</b>				<b>\$487.00</b>
VEHICLE 2 - 2004 FORD F-750 DUMP TRUCK (0199)	Liability			1,000	\$332.00
	Physical Damage			1,000	\$170.00
	<b>Total for VEHICLE 2 - 2004 FORD F-750 DUMP TRUCK (0199)</b>				<b>\$502.00</b>
VEHICLE 3 - 2003 FORD F150 PICKUP (5601)	Liability			1,000	\$129.00
	Physical Damage			1,000	\$87.00
	<b>Total for VEHICLE 3 - 2003 FORD F150 PICKUP (5601)</b>				<b>\$216.00</b>
VEHICLE 4 - 2003 CHEV 3500 SILVERADO (0279)	Liability			1,000	\$129.00
	Physical Damage			1,000	\$138.00
	<b>Total for VEHICLE 4 - 2003 CHEV 3500 SILVERADO (0279)</b>				<b>\$267.00</b>
VEHICLE 5 - 1995 INT'L TRUCK (6901)	Liability			1,000	\$332.00
	Physical Damage			1,000	\$159.00
	<b>Total for VEHICLE 5 - 1995 INT'L TRUCK (6901)</b>				<b>\$491.00</b>
VEHICLE 6 - 2005 FORD F150 4X4 TRUCK (4473)	Liability			1,000	\$129.00
	Physical Damage			1,000	\$102.00
	<b>Total for VEHICLE 6 - 2005 FORD F150 4X4 TRUCK (4473)</b>				<b>\$231.00</b>
VEHICLE 7 - 2007 STERLING L7500 (9326)	Liability			1,000	\$332.00
	Physical Damage			1,000	\$190.00
	<b>Total for VEHICLE 7 - 2007 STERLING L7500 (9326)</b>				<b>\$522.00</b>
VEHICLE 8 - 2006 FORD F150 TRUCK (6701)	Liability			1,000	\$129.00
	Physical Damage			1,000	\$94.00
	<b>Total for VEHICLE 8 - 2006 FORD F150 TRUCK (6701)</b>				<b>\$223.00</b>
VEHICLE 9 - 1979 FORD TANKER (2170)	Liability			1,000	\$332.00
	Physical Damage			1,000	\$131.00
	<b>Total for VEHICLE 9 - 1979 FORD TANKER (2170)</b>				<b>\$463.00</b>
VEHICLE 10 - 2010 FORD EXPEDITION (9273)	Liability			1,000	\$129.00
	Physical Damage			1,000	\$139.00
	<b>Total for VEHICLE 10 - 2010 FORD EXPEDITION (9273)</b>				<b>\$268.00</b>
VEHICLE 11 - 2016 FORD EXPLORER (7594)	Liability			1,000	\$75.00
	Physical Damage			1,000	\$233.00
	<b>Total for VEHICLE 11 - 2016 FORD EXPLORER (7594)</b>				<b>\$308.00</b>
VEHICLE 12 - 2020 FORD EXPLORER POLICE INTERCEPT SPORT UTILITY VEHICL (1FM5K8AB1LGB84130)	Liability			1,000	\$541.00
	Physical Damage			1,000	\$911.00
	<b>Total for VEHICLE 12 - 2020 FORD EXPLORER POLICE INTERCEPT SPORT UTILITY VEHICL (1FM5K8AB1LGB84130)</b>				<b>\$1,452.00</b>
VEHICLE 13 - 2020 RAM 1500 CLASSIC TRADESMAN (3C6JR7DT4LG164706)	Liability			1,000	\$129.00
	Physical Damage			1,000	\$170.00
	<b>Total for VEHICLE 13 - 2020 RAM 1500 CLASSIC TRADESMAN (3C6JR7DT4LG164706)</b>				<b>\$299.00</b>
VEHICLE 14 - 2020 RAM 1500 CLASSIC TRADESMAN Pickup (3C6JR7DT6LG164707)	Liability			1,000	\$129.00
	Physical Damage			1,000	\$170.00
	<b>Total for VEHICLE 14 - 2020 RAM 1500 CLASSIC TRADESMAN Pickup (3C6JR7DT6LG164707)</b>				<b>\$299.00</b>
VEHICLE 15 - 2021 FREIGHTLINER M2 106 MEDIUM DUTY STRAIGHT TRUCK (1FVACYF6MHMP3006)	Liability			1,000	\$605.00
	Physical Damage			1,000	\$423.00
	<b>Total for VEHICLE 15 - 2021 FREIGHTLINER M2 106 MEDIUM DUTY STRAIGHT TRUCK (1FVACYF6MHMP3006)</b>				<b>\$1,028.00</b>
VEHICLE 16 - 2022 FORD POLICE INTERCEPTOR (1FM5K8AB5NGC24681)	Liability			1,000	\$541.00
	Physical Damage			1,000	\$911.00
	<b>Total for VEHICLE 16 - 2022 FORD POLICE INTERCEPTOR (1FM5K8AB5NGC24681)</b>				<b>\$1,452.00</b>

5



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: \_\_\_\_\_

Check one:

[ ] The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

[ ] The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

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

Position: \_\_\_\_\_



**CITY OF LE CENTER  
RESOLUTION NO. 2024H**

**A RESOLUTION TO APPROVE THE RELOCATION OF THE POLICE  
DEPARTMENT TO A CITY OWNED BUILDING AT 200 EAST BOWLER STREET**

**WHEREAS**, the City Administrator, in consultation with the Chief Overn, has proposed the relocation of the Police Department to another city-owned building, identified as 200 East Bowler Street; and

**WHEREAS**, it has been determined that the relocation is essential for the continued effectiveness, efficiency, and enhancement of law enforcement services within the City; and

**WHEREAS**, several compelling reasons have been presented in support of this proposal, including the need for additional space to accommodate the growing needs of the Police Department, the provision of dedicated private rooms for interviews, the facilitation of meetings and collaborations with other law enforcement agencies and stakeholders, the enhancement of security features, the comparably modest initial expenses weighed against long-term benefits, the opportunity for enhanced coordination with the Le Center Emergency Management Office, and the provision of a secure evidence room crucial for criminal investigations and judicial proceedings; and

**WHEREAS**, the relocation aligns with the City's mission to provide responsive, professional, and community-oriented law enforcement services;

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE CENTER, MINNESOTA AS FOLLOWS:**

1. The City Council hereby approves the relocation of the Police Department to the city-owned building located at 200 East Bowler Street.
2. The City Administrator is authorized to take all necessary actions to facilitate the relocation, including but not limited to coordinating with relevant departments, allocating resources, and ensuring compliance with applicable regulations.
3. The City Administrator shall ensure that the relocation process is carried out efficiently and effectively, with minimal disruption to ongoing law enforcement operations.
4. The City Council acknowledges the benefits and enhancements that the relocation will bring to the Police Department and expresses its support for the decision.
5. This resolution shall take effect immediately upon passage.

Adopted by the City Council of Le Center, Minnesota this 9<sup>th</sup> day of April 2024.

---

Christian Harmeyer, Mayor

Attest:

---

Dan Evans, City Administrator

**CITY OF LE CENTER  
RESOLUTION NO. 2024I**

**A RESOLUTION TO ADOPT A NEW CITY LOGO AND APPROVAL OF TWO LOGO  
DESIGNS FOR DIFFERENT APPLICATIONS**

**WHEREAS**, the City of Le Center recognizes the importance of establishing a strong visual identity that reflects the values, aspirations, and unique character of our community; and

**WHEREAS**, the City has undertaken a comprehensive process to develop a new city logo that is representative of our identity and resonates with our residents, businesses, and visitors; and

**WHEREAS**, the proposed new city logo has been carefully designed to embody the spirit of Le Center, incorporating elements that symbolize our history, culture, and vision for the future; and

**WHEREAS**, the new city logo has undergone thorough review and consideration by the City Council, city staff, and community stakeholders, receiving positive feedback and support for its creativity, relevance, and aesthetic appeal; and

**WHEREAS**, the City Council also recognizes the need for distinct logo designs to serve different purposes within the city's operations, including a formal logo for official city platforms and an operational logo for use on city equipment, vehicles, and clothing;

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE  
CENTER, MINNESOTA AS FOLLOWS:**

1. The City Council hereby approves the adoption of the proposed new city logo, as presented in Exhibit A.
2. The City Council shall adopt two distinct logo designs:
  - a. The first logo design, referred to as the "formal logo," shall be utilized exclusively for official city platforms, including but not limited to the city website, letterhead, and official documents.
  - b. The second logo design, referred to as the "operational logo," shall be designated for use on city equipment, vehicles, and clothing to ensure clear identification and branding.
3. The City Administrator is authorized to take all necessary actions to implement the new city logo across various city materials.
4. The City Council expresses its appreciation to all individuals involved in the development of the new city logo, whose contributions have been instrumental in creating a symbol that represents the essence of Le Center.

5. This resolution shall take effect immediately upon passage.

Adopted by the City Council of Le Center, Minnesota this 9<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Christian Harmeyer, Mayor

Attest:

\_\_\_\_\_  
Dan Evans, City Administrator



Exhibit A

Formal Logo



Operational Logo



**CITY OF LE CENTER  
RESOLUTION NO. 2024J**

**A RESOLUTION TO APPROVE THE PURCHASE OF NETWORK SERVICES,  
SURVEILLANCE SYSTEM AND PHONE SYSTEM**

**WHEREAS**, the relocation of the Police Department to a city-owned building at 200 East Bowler Street necessitates the procurement of essential infrastructure to support the department's operations effectively; and

**WHEREAS**, it is imperative to ensure the provision of reliable network services, an adequate surveillance system, and an efficient phone system to facilitate communication, security, and operational needs within the Police Department's new location and City Hall; and

**WHEREAS**, the acquisition of these systems aligns with the City's commitment to enhancing public safety, supporting law enforcement personnel, and providing the necessary resources for the effective delivery of law enforcement services; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE CENTER, MINNESOTA AS FOLLOWS:**

1. The City hereby approves the purchase of network services, surveillance system equipment, and phone system infrastructure for the Police Department's new location as 200 East Bowler Street and City Hall.
2. The City Administrator is authorized to finalize the procurement process with the approved vendor, Computer Technology Solutions (CTS), as per the existing quote.
3. The City authorizes the allocation of America Rescue Plan Act (ARPA) funds in the amount \$30,303.25 to cover the costs associated with this procurement.
4. This resolution shall take effect immediately upon passage.

Adopted by the City Council of Le Center, Minnesota this 9<sup>th</sup> day of April 2024.

---

Christian Harmeyer, Mayor

Attest:

---

Dan Evans, City Administrator



**COMPUTER  
TECHNOLOGY  
SOLUTIONS**

Phone: (507)388-3880

Email: info@yourcts.com

Web: [www.yourcts.com](http://www.yourcts.com)

**Prepared For:** Mitch Overn  
**Company:** City of Le Center  
**Address:** 10 W Tyrone St.  
Le Center, MN 56057  
United States

**QUOTE**

Date	Quote #
04/03/24	AAAQ53516

**Email:** mitch.overn@cityoflecenter.com  
**Phone:**

Terms	Representative	P.O. Number
Net 30 Days	Steve Nixt	

Ln #	Qty	Description	Term	Unit Price	Ext. Price
1		<b>Monthly Managed Firewall</b>			
2	1	CTS Managed Firewall - WatchGuard T25	36 Months	\$109.00	\$109.00
3		<b>Hardware</b>			
4	1	Kendall Howard 15U 18" Deep Open Frame Wall Rack - 15U Wide x 18" Deep Wall Mountable for Server, LAN Switch, Patch Panel - Black - Cold-rolled Steel (CRS) - 130 lb x Maximum Weight Capacity		\$199.00	\$199.00
5	1	StarTech.com 2U 16in Universal Vented Rack Mount Cantilever Shelf - Fixed Server Rack Cabinet Shelf - 50lbs / 22kg - 19" 2U		\$56.00	\$56.00
6	1	Tripp Lite by Eaton UPS Smart LCD 1500VA 900W 120V Line-Interactive UPS - 8 Outlets USB DB9 2U Rack/Tower - 2U Rack/Tower - 8 Hour Recharge - 3.50 Minute Stand-by - 110 V AC Input - 120 V AC, 120 V AC Output - 8 x NEMA 5-15R		\$375.00	\$375.00
7	1	Aruba Instant On 1930 24G Class4 PoE 4SFP/SFP+ 370W Switch - 24 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 4 Layer Supported - Modular - 490 W Power Consumption - 370 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable, Wall Mountable, Table Top, Cabinet Mount, Under Table - Lifetime Limited Warranty		\$568.00	\$568.00
8	1	Aruba Instant On AP22 802.11ax 1.66 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - PoE Ports - 10.10 W - Wall Mountable, Ceiling Mountable, Rail-mountable		\$199.00	\$199.00
9		<b>Cabling Materials</b>			
10	6	Allen Tel 2' Blue Certified CAT6 Patch Cable		\$5.75	\$34.50
11	6	Allen Tel 10' Blue Certified CAT6 Patch Cable		\$11.00	\$66.00
12	1	Miscellaneous fasteners, cable supports, conduit, velcro, labels, etc.		\$100.00	\$100.00
13		<b>Professional Services</b>			
14	1	CTS: Project Install - Cabling Team		\$1,050.00	\$1,050.00

Physically install rack and shelf in the new PD.  
Move the existing patch panels into the new rack.  
Remove existing patch panel brackets.  
Certify all existing cable runs.

Ln #	Qty	Description	Term	Unit Price	Ext. Price
		<p>Install 1 new cable run for a centrally mounted access point. Ensure everything is logically labeled.</p> <p>CTS Cabling Standards: Premium CAT6 or better cabling. Panduit termination and organization materials with lifetime warranty. All cable runs certified to meet TIA/ISO standards. Certification report available upon request. Cabling terminated to proper patch panels or fiber enclosures as appropriate. All cable runs labeled on the patch panel, behind the patch panel, and at the wall plate. Cabling neatly organized and secured. Abandoned cabling removed according to NEC guidelines.</p> <p>Invoicing for product will be initiated when products are ordered or labor scheduled, whichever comes first. Labor will invoice when project has been completed.</p>			
15	1	<p>CTS: Project Install - Technical Team</p> <p>Prep: Work with the ISP to establish internet connectivity with static IP address. Work with LETG to identify a plan to migrate the tunnels from City Hall to the new PD location. Ensure that a plan for end-user changes is in place if necessary. In addition to standard managed firewall deployment, configure the new unit in a FIPS compliant manner. Import switch and access point into the client's existing Aruba Instant On tenant. Configure internal, voice, guest, management, and surveillance VLANs. Configure internal and guest wireless networks. Configure strong authentication requirements on the internal wireless.</p> <p>Install: Physically install the switch access point, firewall, and UPS on-site. Cut over LETG connectivity and thoroughly test. Label all equipment. Test functionality and accessibility of all services. Thoroughly update documentation.</p> <p>Invoicing for product will be initiated when products are ordered or labor scheduled, whichever comes first. Labor will invoice when project has been completed.</p>		\$3,440.00	\$3,440.00
16	1	<p>CTS Discount - 10% VIP Client Project Labor Discount</p>		-\$344.00	-\$344.00
17	1	<p>CTS: Project Install - Technical Team</p> <p>Assist the PD with moving their technology to the new location and bringing it back online. Troubleshoot any issues that arise.</p> <p>Invoicing for product will be initiated when products are ordered or labor scheduled, whichever comes first. Labor will invoice when project has been completed.</p>		\$1,600.00	\$1,600.00
18	1	<p>CTS Discount - Work Covered by VIP Agreement</p>		-\$1,600.00	-\$1,600.00

Ln #	Qty	Description	Term	Unit Price	Ext. Price
Recurring Amounts: \$109.00			SubTotal		\$5,852.50
			Sales Tax		\$0.00
			Shipping		\$0.00
			<b>Total</b>		<b>\$5,852.50</b>

Select your preferred payment option / purchase terms\*

\* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Computer Technology Solutions (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable documents identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.

This quote is valid for 7 days and is subject to change based on product availability, manufacturer promotions, errors and omissions, or other variables beyond the control of CTS.

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

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



**COMPUTER  
TECHNOLOGY  
SOLUTIONS**

Phone: (507)388-3880

Email: info@yourcts.com

Web: [www.yourcts.com](http://www.yourcts.com)

**QUOTE**

**Prepared For:** Mitch Overn  
**Company:** City of Le Center  
**Address:** 10 W Tyrone St.  
Le Center, MN 56057  
United States

Date	Quote #
04/03/24	AAAQ53515

**Email:** mitch.overn@cityoflecenter.com  
**Phone:**

Terms	Representative	P.O. Number
Net 30 Days	Steve Nixt	

Ln #	Qty	Description	Term	Unit Price	Ext. Price
1		<b>Evidence Room Camera</b>			
2	1	AXIS M3116-LVE 4 Megapixel Indoor/Outdoor Network Camera - Color - Dome - White - 65.62 ft Infrared Night Vision - H.264, H.264 (MPEG-4 Part 10/AVC), H.264 BP, H.264 (MP), H.264 HP, H.265, H.265 (MPEG-H Part 2/HEVC), H.265 (MP), Motion JPEG - 2688 x 1512 - 2.40 mm Fixed Lens - 30 fps - RGB CMOS - Pole Mount, Ceiling Mount, Conduit Mount, Pendant Mount, Wall Mount, Gang Box Mount, Junction Box Mount, Lighting Track Mount, Corner Mount, Bracket Mount - IK08 - IP66, IP67 - Impact Resistant, Va		\$449.00	\$449.00
3		<b>Interview Room Camera</b>			
4	1	AXIS P3267-LV 5 Megapixel Indoor Network Camera - Color - Dome - TAA Compliant - Infrared Night Vision - H.265, H.264, MJPEG, Zipstream - 3 mm- 8 mm Varifocal Lens - 2.7x Optical - 30 fps - Bracket Mount, Wall Mount, Ceiling Mount, Junction Box Mount - IK10 - Vandal Resistant, Dust Resistant		\$799.00	\$799.00
5	1	AXIS TP3201 Ceiling Mount for Network Camera		\$89.00	\$89.00
6	1	AXIS T8355 Wired Microphone - TAA Compliant - 16.40 ft - Stereo - 20 Hz to 20 kHz -30 dB - Hemispherical - Mini-phone		\$139.00	\$139.00
7		<b>Multi-Sensor Outdoor Camera</b>			
8	1	AXIS Panoramic P3737-PLE 5 Megapixel 2K Network Camera - Color - White - TAA Compliant - Zipstream, Motion JPEG, H.265 (MPEG-H Part 2/HEVC) Main Profile, H.264B (MPEG-4 Part 10/AVC), H.264M (MPEG-4 Part 10/AVC), H.264H (MPEG-4 Part 10/AVC), H.264B, H.264M, H.264H, H.265B, H.265H, ... - 2560 x 1440 - 3.20 mm- 8.10 mm Varifocal Lens - 2.5x Optical - 30 fps - CMOS - Gigabit Ethernet - IK09 - IP66, IP67 - Tamper Resistant		\$1,699.00	\$1,699.00
9	1	AXIS T94N01D Pendant Kit for Network Camera		\$99.00	\$99.00
10	1	AXIS T91E61 Wall Mount for Network Camera - White - Aluminum - White		\$49.00	\$49.00
11	1	AXIS T94R01B Corner Mounting Bracket for Network Camera		\$69.00	\$69.00
12		<b>Door Controllers</b>			
13	2	Axis A1210 Network Door Controller		\$459.00	\$918.00

Ln #	Qty	Description	Term	Unit Price	Ext. Price
14	2	AXIS A4020-E Reader - Contactless - Cable - Black		\$199.00	\$398.00
15	25	AXIS Key Fob		\$12.00	\$300.00
16	1	HES 9400 Electric Door Strike		\$332.00	\$332.00
17	1	HES 8300 Electric Door Strike		\$508.00	\$508.00
18		<b>Recording and Door Management Server</b>			
19	1	AXIS Camera Station S2212 Appliance - 6 TB HDD - Network Security Appliance - HDMI - TAA Compliant		\$3,199.00	\$3,199.00
20		<b>Cabling Materials</b>			
21	500	GenSPEED CAT6 Plenum Cable - Blue		\$0.40	\$200.00
22	5	Allen Tel 2' Blue Certified CAT6 Patch Cable		\$5.75	\$28.75
23	5	Panduit CAT6 Mini-Com - Blue		\$16.00	\$80.00
24	1	Panduit 24-Port 1U Mini-Com Patch Panel		\$65.00	\$65.00
25	1	Miscellaneous fasteners, cable supports, conduit, velcro, labels, etc.		\$200.00	\$200.00
26		<b>Professional Services</b>			
27	1	CTS: Project Install - Cabling Team		\$3,150.00	\$3,150.00
		<p>Install 5 cable runs to support the door controllers and cameras on the attached diagram.</p> <p>Mount and aim cameras in the specified locations.</p> <p>Install microphone in an advantageous location in the interview room.</p> <p>Install door controllers near the specified doors.</p> <p>Install readers and door strikes and integrate with door controllers as necessary.</p> <p>Thoroughly test door operation to ensure reliable functionality.</p> <p>CTS Cabling Standards:</p> <p>Premium CAT6 or better cabling.</p> <p>Panduit termination and organization materials with lifetime warranty.</p> <p>All cable runs certified to meet TIA/ISO standards. Certification report available upon request.</p> <p>Cabling terminated to proper patch panels or fiber enclosures as appropriate.</p> <p>All cable runs labeled on the patch panel, behind the patch panel, and at the wall plate.</p> <p>Cabling neatly organized and secured.</p> <p>Abandoned cabling removed according to NEC guidelines.</p> <p>Invoicing for product will be initiated when products are ordered or labor scheduled, whichever comes first. Labor will invoice when project has been completed.</p>			
28	1	CTS: Project Install - Technical Team		\$2,150.00	\$2,150.00
		<p>Create a surveillance VLAN if one does not already exist. Inter-VLAN routing must be the minimum necessary for functionality.</p> <p>Physically install the camera server on-site.</p> <p>Assign static IP address and hostname.</p> <p>Apply Axis Camera Station licensing and update software to the latest available version.</p> <p>Install CTS remote management tools.</p> <p>Install all available Windows updates.</p> <p>Join the recording server to the domain.</p> <p>Import cameras and door controllers.</p> <p>Update firmware to the latest available version.</p> <p>Assign strong local administrative credentials on all devices.</p> <p>Assign static IP addresses.</p>			

Ln #	Qty	Description	Term	Unit Price	Ext. Price
		Configure NTP and timestamp overlay settings. Configure recording and retention policies. Configure remote access capabilities if desired by the client. Provide end-user training for basic functionality such as live view, configuring custom views, retrieving footage, etc. Label all equipment. Thoroughly update documentation.  Invoicing for product will be initiated when products are ordered or labor scheduled, whichever comes first. Labor will invoice when project has been completed.			
29	1	CTS Discount - Service		-\$215.00	-\$215.00
				SubTotal	\$14,705.75
Recurring Amounts: \$0.00				Sales Tax	\$0.00
				Shipping	\$0.00
				<b>Total</b>	<b>\$14,705.75</b>

Select your preferred payment option / purchase terms\*

\* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

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This quote is valid for 7 days and is subject to change based on product availability, manufacturer promotions, errors and omissions, or other variables beyond the control of CTS.

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

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





**COMPUTER  
TECHNOLOGY  
SOLUTIONS**

Phone: (507)388-3880

Email: [info@yourcts.com](mailto:info@yourcts.com)

Web: [www.yourcts.com](http://www.yourcts.com)

**Prepared For:** Dan Evans  
**Company:** City of Le Center  
**Address:** 10 W Tyrone St.  
 Le Center, MN 56057  
 United States

**QUOTE**

Date	Quote #
04/03/24	AAAQ53517

**Email:** [dan.evans@cityoflecenter.com](mailto:dan.evans@cityoflecenter.com)  
**Phone:**

Terms	Representative	P.O. Number
Net 30 Days	Steve Nixt	

Ln #	Qty	Description	Term	Unit Price	Ext. Price
1		<b>Software Licensing</b>			
2	1	SWITCHVOX SOFTWARE REGISTRATION CODE		\$1,054.00	\$1,054.00
3	9	1 SWITCHVOX USER WITH 1 YEAR TITANIUM SUPPORT AND MAINTENANCE SUBSCRIPTION		\$90.00	\$810.00
4	9	4 YEAR SWITCHVOX TITANIUM SUPPORT AND MAINTENANCE SUBSCRIPTION RENEWAL FOR 1 USE		\$64.00	\$576.00
5		<b>Phones</b>			
6	7	SANGOMA P320, 4-LINE, HD VOICE, GIGABIT ETHERNET, 1 X USB, 4.3 IPS COLOR DISPLAY		\$148.00	\$1,036.00
7	2	SANGOMA P330, 12-LINE, HD VOICE, GIGABIT ETHERNET, 2 X USB, BT, WIFI, 4.3 IPS CO		\$232.00	\$464.00
8		<b>Optional Headset</b>			
9	0	PHONE HEADSET, H10 DECT MONAURAL		\$185.00	\$0.00
10	0	PHONE CABLE, HC01 EHS FOR D-SERIES		\$50.00	\$0.00
11		<b>Professional Services</b>			
12	1	CTS: Project Install - Technical Team		\$6,450.00	\$6,450.00
		Call Flow Planning Session: Users and Extension Assignments Direct Dial Number Assignments if Applicable On and Off Hours Scheduling Holiday Scheduling Call Flow & Auto Attendant Design Telco Planning (SIP from Metronet)			
		System Configuration: Deploy the Switchvox VMware appliance and apply licensing. Create all user accounts and assign extensions. Register phones and update firmware to the latest available version. Program the call flow that was determined during the planning session. Initiate porting process with the SIP provider as appropriate.			
		Go-Live: Register the SIP service from Metronet.			

Ln #	Qty	Description	Term	Unit Price	Ext. Price
		Verify call routing and deliverability. Deploy handsets. Thoroughly test call flow. Decommission the existing phone system and recycle equipment according to client needs.  End-User Training: Recording Voicemail Messages. Call Transfer/Park. Using the Switchboard. Mobile App Accessing Voicemail Recording Calls  Invoicing for product will be initiated when products are ordered or labor scheduled, whichever comes first. Labor will invoice when project has been completed.			
13	1	CTS Discount - Service		-\$645.00	-\$645.00
14		<b>Note: Client will need to subscribe to SIP service with Metronet for this solution to work. 6 call paths with 2 E911 locations should be sufficient to start. CTS does not expect this to have a significant impact on the current phone bill from Metronet. It may actually go down slightly.</b> <b>Note: 2 of these phones are to be installed at the new police department location. Configure site-to-site tunnels to support this if necessary.</b>			
Recurring Amounts:      \$0.00				SubTotal	\$9,745.00
				Sales Tax	\$0.00
				Shipping	\$0.00
				<b>Total</b>	<b>\$9,745.00</b>
Select your preferred payment option / purchase terms*					

\* If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

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This quote is valid for 7 days and is subject to change based on product availability, manufacturer promotions, errors and omissions, or other variables beyond the control of CTS.

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

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

#### Exhibit A

##### Master Services Agreement

<https://mspterms.live/CTS/MSA>

##### Services Attachment for Managed Services

<https://mspterms.live/CTS/IT-Services>

##### Data Processing Agreement

<https://mspterms.live/CTS/DPA>

##### Service Level Objectives

<https://mspterms.live/CTS/Service-Objectives>

##### Schedule of Services

<https://mspterms.live/CTS/Schedule-of-Services>

##### Schedule of Third-Party Services

<https://mspterms.live/CTS/Third-Party-Services>

##### Service Attachment for Managed Compliance

<https://mspterms.live/CTS/Compliance>

##### Service Attachment for Access Control

<https://mspterms.live/CTS/Access-Control>

##### Service Attachment for Video Surveillance

<https://mspterms.live/CTS/Video-Surveillance>

# City of Le Center Refuse and Recycling Center Procedures

## Garbage Collection:

- Le Center Public Works will conduct curbside garbage pickup on Thursday mornings starting at 8:00 am.
- Curbside pick-up will take approximately 2 to 3 hours to complete.
- In the event of a holiday falling on Thursday, garbage pickup will be rescheduled the day before.
- Garbage must be placed in designated (City of Le Center Blue Bags), available for purchase at City Hall, Hardware Hank, and Rademacher's grocery store.
- Blue garbage bags may be dropped off at the refuse and recycling center anytime Monday through Friday and shall be placed inside the garbage truck hopper.
- No garbage drop-off is permitted on weekends.
- The refuse and recycling will be protected by video surveillance and all illegal dumping will be prosecuted.

## Recycling Center:

- City of Le Center residents can bring recyclables to the recycling center seven days a week.
- Recyclables can be deposited into any of the 10 recycling containers. Please ensure covers are closed after use.
- Assistance with depositing recyclables is available from 8:00 am to 10:00 am on Wednesdays, provided by a Public Works employee.

## Other Waste Disposal:

- Grass clippings, garden waste, and leaves are accepted at the compost site on W. Ottawa Street, located west of the City of Le Center shop.
- Sticks, limbs, and branches can be disposed of at the brush pile located at 605 W Sharon St (Centennial Park).

## Public Works Operations:

- Public works employees will manage the garbage truck packer throughout the week, Monday through Friday.
- Public works will staff one person to be on site every Wednesday from 8:00 am to 10:00 am to assist residents in unloading recyclables into containers.
- Garbage pick-up at municipal parks and downtown area trash cans will occur on Mondays, with subsequent transport to the Minnesota Waste Processing Center for unloading.
- A waste processor will empty the 10 recycling containers twice a week.

# Guide to Recycling:

## Accepted Recyclables Include:

- Aluminum & Metal Food & Beverage Containers
- #1, 2, 4 & 5 Plastic Food & Beverage Containers
- Newspaper, Junk Mail & Greeting Cards
- Food & Beverage Glass Bottles & Jars
- Paperboard Boxes (Please flatten all cardboard boxes)
- Empty & rinse all containers

## Items Not Accepted for Recycling: (Not limited to)

- Plastic Bags, wrap or films
- Styrofoam packaging, containers, or cups
- Ceramics, Pyrex, dishes, or drinking glasses
- Auto or window glass, mirrors, or light bulbs
- Wallpaper, gift paper, tissue paper, or sticker release paper, wrapping paper
- Coffee filters, tea bags
- Candy/gum wrappers, plastic 6 or 4 pack holders
- Oil, antifreeze or fuel containers
- Photos, transparencies or slides
- Razors, needles, or sharps
- Yard waste, weeds, or brush
- Packing peanuts
- Lawn chairs or furniture
- Flowerpots, carpet, clothing, blankets
- Wood
- Shredded paper
- Holiday lights, extension cords
- Batteries
- Egg Cartons, milk cartons, and roll tubes
- Pizza deliver boxes and clam shell food containers
- Chemicals, paint, tires, box spring mattresses, metal

## General Guidelines:

- Do not put recycling in plastic bags; paper bags are acceptable.
- The Refuse and Recycling Center is under 24-hour surveillance.
- Illegal dumping will result in prosecution.

Thank you for your cooperation in maintaining a clean and sustainable environment for our community.

**CITY OF LE CENTER  
RESOLUTION NO. 2024K**

**A RESOLUTION TO APPROVE THE CHIP SEALING QUOTE BY MEANS OF  
DIRECT NEGOTIATIONS**

**WHEREAS**, city staff inquired to chip seal approximately 50,697 square yards of asphalt surface within the city; and

**WHEREAS**, the process of chip sealing will extend the useful life of a roadway; and

**WHEREAS**, city staff obtained three quotes for said work and they were received as follows; and

<b>Company</b>	<b>Total</b>
WW Blacktopping, Inc.	\$91,380.00
Pearson Bros., Inc.	\$82,636.11
Allied Blacktop Co.	\$88,719.75

**WHEREAS**, city staff recommends accepting the lowest cost quote submitted by Pearson Bros., Inc.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
LE CENTER, MINNESOTA AS FOLLOWS:**

1. The quote submitted by Pearson Bros., Inc. in the amount of \$82,636.11. for chip sealing is hereby accepted.
2. Funding for the work shall be from the 2024 street maintenance budget.

Adopted by the City Council of Le Center, Minnesota this 9<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Christian Harmeyer, Mayor

Attest:

\_\_\_\_\_  
Dan Evans, City Administrator

**W W BLACKTOPPING, INC.**  
**700 INDUSTRIAL ROAD**  
**MANKATO MN 56001**  
**507-387-1518 OFFICE 507-387-2228 FAX**

Proposal Submitted To: DAN STEINBORN

CITY OF LE CENTER  
10 W TYRONE ST  
LE CENTER, MN 56057

Date 3-11-2024  
Phone DAN 507-340-6574  
Job Name 2024 CHIP SEALING  
Job Location LE CENTER, MN

We hereby submit specifications and estimates for:

**2024 CHIP SEALING: TOTAL 50,697 SY PROVIDED BY THE CITY**

SWEEP ASPHALT. APPLY LIQUID ASPHALT AT A RATE OF .26 GALLONS PER SQUARE YARD.  
APPLY COVER AGGREGATES AT 20LBS PER SQUARE YARD. ROLL COVER AGGREGATE.  
PICK UP/SWEEP EXCESS AGGREGATES 4 TO 8 WEEKS AFTER CHIP SEAL APPLICATION.

**TOTAL = \$91,380.00**

**NOTE 1:** PRICES INCLUDE ONE MOBILIZATION. IF WORK CAN NOT BE PERFORMED DUE TO A PARKED CAR OR EQUIPMENT, IT WILL BE UP TO THE CITY TO BRING BACK CREW FOR AN ADDITIONAL MOBE CHARGE.

**NOTE 2:** CITY'S RESPONSIBILITY TO NOTIFY RESIDENTS OF SCHEDULED WORK AND MAKE SURE STREETS ARE CLEAR.

**NOTE 3:** IRRIGATION MUST BE TURNED OFF 24 HOURS OF SCHEDULED WORK.

**NOTE 4:** CHIP SEALS CAN EXPERIENCE OIL BLEEDING AND AGGREGATE TRACKING. THIS IS NORMAL. WW BLACKTOPPING IS NOT RESPONSIBLE.

**NOTE 5:** CITY'S RESPONSIBILITY TO TRIM TREES PRIOR TO WORK BEING PERFORMED.

**NOTE 6:** ITEMS NOT INCLUDED IN BID: TREE TRIMMING, FOG SEAL, STRIPING, PATCHING, SIGNAGE, OR NOTIFYING OF RESIDENTS.

**NOTE 7:** CONSIDER CAPE OR FOG SEAL TO REDUCE AGGREGATE LOSS AND TRACKING.

**NOTE 8:** SECOND SWEEP OPTION AVAILABLE IF REQUESTED AT \$0.15/SY, MINIMUM \$850.00.

**NOTICE OF LIEN RIGHTS:**

- A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
- B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

OWNER IS RESPONSIBLE FOR ALL PERMITS.

Notice to all overlay projects: If your driveway or parking lot is cracked and you are asking for an overlay on these areas, please be aware that the existing cracks may in time reappear on the new overlay.

Payment is to be made in full within 10 days of the completion of this work, unless otherwise stated above interest will be charged on all overdue accounts at the legal rate. Cash or check only. WW Blacktopping does not accept Credit Cards. All material and equipment are guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. W W Blacktopping, Inc., shall have the right to sell or assign this contract and monies due thereunder. The purchaser agrees to execute a good and sufficient negotiable note for balance due.

**ACCEPTANCE PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I have read and understand the Notice of Lien Rights. Payment will be made as outlined above.

**ACCEPTED BY:** \_\_\_\_\_ **DATE OF ACCEPTANCE** \_\_\_\_\_  
PLEASE SIGN AND RETURN ONE COPY TO OUR OFFICE. THANK YOU

**AUTHORIZED SIGNATURE:** BRADY STEINHORST **NOTE:** This proposal may be withdrawn by us if not accepted within 20 days.



## 2024 City Of LeCenter

Description	Unit	Quantity	Cost	Total
Sealcoat Streets South Central Area	Square Yards	50,697	1.63	\$82,636.11
<b>TOTAL</b>				<b>\$82,636.11</b>

Submitted on behalf of

**Todd Bartels**

**General Manager**

**PEARSON BROS., INC.**

PHONE: 763-391-6622 Office 612-363-6206 Mobile

EMAIL: [todd@pearsonbrosinc.com](mailto:todd@pearsonbrosinc.com)





10503 - 89th Avenue North  
 Maple Grove, MN 55369  
 www.alliedblacktopmn.com

Matt Dolecki  
 Phone: 763-425-0575  
 Cell: 612-834-0168  
 Email: m.dolecki@alliedblacktopmn.com

### Proposal

Date: March 11, 2024

Company Name: City of Le Center  
 Billing Address: 10 Tyrone Street W.  
 Le Center, MN 56057  
 Contact Person: Dan Steinborn  
 Phone: 507-340-6574  
 Email: dan.steinborn@cityoflecenter.com

Project Name: 2024 Seal Coat  
 Project Address:

Project Contact Person: Dan Steinborn  
 Phone: 507-340-6574  
 Email: dan.steinborn@cityoflecenter.com

We hereby submit specifications and quotations for the following:

Description of Work to be Performed	Unit	Qty.	Unit Price	Price	INT
<b>Chip Seal: CRS-2/FA-2</b> Sweep asphalt. Apply liquid asphalt at a rate of .26 gallons per square yard. Apply cover aggregate at 18 lbs. per square yard. Roll cover aggregate. Pick up sweep excess aggregate 4 to 8 weeks after chip seal application. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. NOTE: Chip sealing behind parking bumpers, under steps, or any areas not accessible by chip seal roller are excluded from the project. NOTE: Quote Assumes 1 mobilization NOTE: Second sweep available at \$0.15/SY, Minimum \$850.00 NOTE: Consider a cape seal or fog seal to reduce aggregate loss and tracking.	S.Y.	50697	\$1.75	\$88,719.75	_____

Striping NOT Included \_\_\_\_\_

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

**Note: See Allied Blacktop Warranty Terms, Qualifications, and Construction Specifications.**

**Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery**

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

<b>TOTAL ALL:</b>	<b>See Above</b>
-------------------	------------------

ADD 1% Bonding if Necessary

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.  
 Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control.  
 Allied Inc. to carry proper insurance including Workers Compensation.

Authorized Signature: \_\_\_\_\_  
*Matt Dolecki*  
Matt Dolecki

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

#### General Qualifications

Allied offers a one year guarantee on workmanship and materials on all scopes of work listed below, unless clarified. Please confirm scope of work detailed on site plan to assure accuracy. Allied will contact customer prior to construction. Work will be done in a continuous fashion to minimize (but not eliminate) customer inconvenience. Allied encourages an on-site pre construction meeting if traffic and staging issues are a concern. Allied is not responsible for locating, repairing or replacing the following: Private utilities, Parking lot lights, sprinkler head, sprinkler lines, other non-located items in the construction area. Allied is not liable for asphalt areas broken by equipment during construction process. Any deviation from original approved scope of work will only be completed with customer approval (written change order). Prior to the start of work, any obstructions in the construction area shall be removed by owner. Any delays may result in additional charges. Construction outside of this contract resulting in damage to project area will not be covered under Allied warranty. The attached illustration or proposed ADA layout has been prepared by Allied for a design build purposes. It must be approved and accepted by the owner. Allied does assume any legal liability relating to the proposed ADA construction.

#### Catch Basin Warranty Information and Qualifications:

While Allied makes every effort to provide firm pricing on all our projects it is impossible to do so on catch basin reconstructs in that the repair work is under ground and cannot be specifically identified with a surface inspection. No work beyond time and materials pricing will proceed without verification and approval by the owner. Allied will call for locates in advance of construction.

#### Chip Seal Warranty Information and Qualifications:

**Qualifications:** The one year guarantee does not include uneven wearing patterns in drive lanes, high traffic areas, exposed aggregate asphalt surfaces, and plow scraping. Excessive silt/dirt areas that are not able to be cleaned by reasonable means, may not adhere properly and result in premature wearing. Heavily shaded areas (ie. overhanging trees, tall buildings, etc.) may not properly cure. Low areas on the existing asphalt surface that hold water will reduce the life expectancy of the seal. Seal coats generally do not adhere well to epoxy striping materials. The Spring following a chip seal application, after the snow has melted, may reveal loosened aggregate in grass or areas where snow has been piled. This is typical of a chip seal application, and a second sweep in the spring should be considered at an additional charge (sweeping does not include landscape areas). Weeds and vegetation removal shall be done by owner at least 1 week prior to construction. Any areas not accessible to chip seal rollers will not be warrantied, and are excluded from the project unless otherwise noted. Water protruding from the asphalt or adjacent areas that run into the seal coat area may affect the performance of the seal coat and will not be warrantied.

Additional charges may apply for remedialization to complete seal coat.

**Specifications:** All chip seals experience oil bleeding and aggregate tracking. The pick-up sweep of excess aggregate is generally done 4 to 8 weeks after application. Actual lot conditions, weather, and other factors will determine actual sweeping time of aggregate. Polymerized oils allow for quicker pick up sweep to minimize aggregate tracking (generally 2 to 4 weeks). Fog seals will minimize the aggregate tracking and oil bleeding. Allied uses the Standard McLeod formula for gauging application rates. Deviations from the formula at the customer's request may result in a warranty waiver. While the MNDot specifications allow for chip seals to be constructed from May 15 to September 1. Late season chip seals (starting August 15th) may exhibit a higher incidence of aggregate stripping and oil bleeding in subsequent seasons. Chip seals will not add structural integrity or correct water flow issues. Chip seal material may overlap into curb lines, this should be considered incidental to the construction.

**Application:** Clean the asphalt with a Mechanical Pick-up style street sweeper. Dispose of sweepings offsite. Apply liquid asphalt at a rate specified on proposal with asphalt distributors equipped with computerized rate of control. Apply cover aggregate at a rate specified on proposal with a self-propelled computerized chip spreader. Roll the cover aggregate with eleven wheel pneumatic rubber tire rollers. Pick up sweep excess aggregate as per curing conditions.

#### Seal Coat & Fog Seal Warranty Information and Qualifications:

**Qualifications:** The one year guarantee does not include uneven wearing patterns in drive lanes, high traffic areas, exposed aggregate asphalt surfaces, and plow scraping. Excessive silt/dirt areas that are not able to be cleaned by reasonable means, may not adhere properly and result in premature wearing. Heavily shaded areas (ie. overhanging trees, tall buildings, etc.) may not properly cure. Low areas on the existing asphalt surface that hold water will reduce the life expectancy of the seal. Seal coats generally do not adhere well to epoxy striping materials. All qualifications, specifications, and applications listed in this section also apply to fog seals. Traffic on uncured seal coats may result in material tracking (Allied not responsible for cleaning). Weeds and vegetation removal shall be done by owner at least 1 week prior to construction. Water protruding from the asphalt or adjacent areas that run into the seal coat area may affect the performance of the seal coat and will not be warrantied. Additional charges may apply for remedialization to complete seal coat.

**Specifications:** Seal coats must be applied during daylight hours to ensure proper application and curing. Seal coats generally dry in one to five hours. It takes several additional hours for proper cure. Allowing traffic on the product prior to proper cure will result in premature wear. While seal coats resurface as well as a rejuvenate, the sealer it will polish off the top of exposed aggregate and in drive lanes. Seal coats can be used over the top of chip seals to enhance aggregate adhesion and minimize aggregate tracking and oil bleeding. Sealcoating done after September 1st may have a high tendency for excessive or premature wearing and will not be warrantied.

**Application:** Clean asphalt surface to remove dust and loose debris. Apply seal coat per manufacturer's specifications.

#### Crack Seal Warranty Information and Qualifications:

**Qualifications:** The one year guarantee does not include previously sealed cracks that have failed and cannot be routed. Cracks sealed in parking areas are not warrantied. No warranty on un-routed cracks. Crack routings will be blown into adjacent curblines unless quoted to be removed from the site.

**Specifications:** Cracks wider than 1" should not/may not be crack sealed. Alligator, hairline and block cracks should not be sealed and will not be unless sealing these cracks is requested by customer in writing. Alligator, hairline and block cracks will not be routed or warrantied. Previously sealed cracks that have failed or recessed will be topped off only (no rout). Weeds in cracks are to be sprayed/removed by customer 2 weeks prior to construction. Cover paper will be used at contractors' discretion.

**Application:** Rout and seal the longitudinal and transverse "working" cracks that are 1/2" wide or wider up to 1". Rout cracks 3/4" by 3/4". Dry and clean the crack with hot air lance and/or forced air. Seal crack with MNDOT spec hot crack seal material. Material will be heated in a melter equipped with a double jacket boiling system to prevent scorching and overheating of the material. Include over band as per MNDOT specifications. Apply proper cover as necessary per contractors' discretion.

#### Patching and Paving Warranty Information and Qualifications:

**Qualifications:** The one year guarantee does not include "frost, working, reflective" cracks or scrapes and other surface damage caused by plows, vehicles and equipment. All overlays will experience frost cracks, working cracks, and reflective cracks. Settling in trench patches due to sub base compaction will not be warrantied. No warranty on drop and roll patching. Late season patching & paving may result in rough mix and cold seams. Elevation assessment available upon request and at owners expense.

**Specifications:** Please inform an Allied estimator or Office Staff of specific water flow concerns (if any) prior to construction. Water flow issues may not be addressed unless identified by owner prior to bidding and construction. Allied will shoot elevations upon request or if water flow issues are present and identified prior to construction. No guarantee on 100% water flow unless 1.5% pitch can be established and maintained. Asphalt overlays will mirror existing parking lot. Allied will call for locates in advance of construction. Allied will not be responsible for locating, repairing or replacing the following: Private utilities, sprinkler head, sprinkler lines, or other non-located items in the construction area. Allied is not responsible for any backfilling, seed or sod unless detailed on proposal. Allied is not responsible for any City, State, County, Federal, Watershed or other permitting unless detailed on proposal. Parking stripes affected by asphalt work will not be re-striped unless quoted. This contractor is not liable for asphalt areas broken by equipment during construction process. Base replacement is not included in the contract unless noted on the proposal. If base replacement is found to be necessary, replacement cost will be approved by owner prior to continuing the construction process.

**Application:** Asphalt paving application details to be noted on proposal if not listed in this section. Patch asphalt as specified on proposal by methods of remove and replace, mill and patch, skin patch, drop and roll or infrared patching or other specified method.

**Remove and replace:** Jackhammer, mill, or sawcut straight edge. Remove existing asphalt and dispose off-site. Stabilize existing base material. Install asphalt as per specified thickness and compact.

**Mill and Patch:** Mill existing asphalt to a specified depth. Clean milled surface. Apply CSS1H tack material. Install asphalt as per specified thickness and compact.

**Skin Patch:** Clean existing asphalt surface. Apply CSS1H tack material when applicable. Install asphalt material and compact. **(No Warranty)**

**Drop and Roll:** Install asphalt material and compact (No Warranty).

**Infrared Patch:** Heat existing asphalt surface. Add asphalt sand fines as necessary rake to level and compact.

#### Concrete Warranty Information and Qualifications:

The one year guarantee does not include "frost or hairline cracking, scrapes and other surface damage caused by plows, vehicles and equipment, or concrete spalling or raveling as a result of improper salting. After October 15th cold weather charges will take effect. Allied is not responsible for concrete parking blocks damaged during the removal process. Parking blocks can be replaced at a price to be specified prior to installation.

**(A) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions;**

**(B) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.**

**1. Warranty.** All Work is to be completed in a workmanlike manner, according to standard industry practices in Minnesota. Unless otherwise required by law, Contractor provides a warranty on all labor related to the Work for a period of one year from the date Contractor ceases work on the Property. All materials provided to the Property are covered only by manufacturers' and/or suppliers' warranties, if any. Unless otherwise specified all materials will be standard stock materials and other products and materials may be substituted for equivalent products due to availability. Some variation in color and texture of materials is acceptable. Contractor does not warrant or guarantee any materials or labor that Contractor did not originally provide. Contractor does not warrant labor and materials related to Owner-Direct Work and Owner-Direct Work may void Contractor's warranty. Contractor shall not be responsible for work required as a result of the acts or errors of others or for latent defects in materials or products.

**2. Access to Property.** The Price is based upon completion of the Work during normal working hours and Owner agrees to provide Contractor clear and continuous access to the Property as required for the Work. Owner will be responsible for Price increases if any failure to provide reasonable access interrupts Contractor's Work. Owner shall make toilet facilities available to all workers or compensate Contractor for the cost of rented units plus 10% for overhead, which shall increase the Price. Owner shall furnish electric, water, and other utilities for the Work at no expense to Contractor. Owner shall arrange for any necessary identification of underground utilities prior to any digging.

**3. Hidden or Hazardous Conditions.** A "Hidden Condition" shall mean a concealed or unforeseeable condition not readily observable when inspecting the Property for purposes of estimating the Price. A "Hazardous" Condition shall mean hazardous materials, asbestos-containing materials, mold, insect or rodent infestation, or similar conditions. Contractor has no responsibility to determine the presence or absence of any Hidden or Hazardous Conditions affecting the Work. The Price does not include and Contractor shall not be required to remove, protect against, dispose of or remedy Hidden or Hazardous Conditions. Owner acknowledges receipt of a Mold Notice/Waiver and Formaldehyde Disclosure as required by Minnesota law. Any alteration or deviation from the scope of the Work, including hidden damage, additional work required by government inspectors, out of square or out of plumb conditions, or discovery of Hidden or Hazardous Conditions, shall entitle Contractor to immediately stop the Work, require a written Change Order signed by the parties, and may result in extra charges beyond the Price which Owner agrees to pay.

**4. Use of Property.** Contractor may a) place an advertising yard sign at the Property for promotion and to identify the Property for workers and suppliers and b) store materials and rubbish at the Property. Owner may be charged additional fees for items other than construction debris found in Contractor's dumpsters.

date on which Contractor's work is substantially finished so that the Work may be used for its intended purpose (as distinguished from the date of Owner's acceptance thereof), or the date of Contractor's last item of work at the Property, whichever is earlier.

**6. Delays.** Contractor shall not be responsible for delay damages arising from stoppage of the Work due to a) Owner's breach of contract, b) Owner's failure to provide access to the Property, c) as a result of inclement weather, strikes, fires, accidents, labor shortages, delays in delivery of materials, or d) any causes beyond Contractor's reasonable control.

**7. Owner-Direct Work.** Contractor is not responsible for timely delivery or performance of any labor or materials for which Owner is directly responsible ("Owner-Direct Work"). Owner shall not give instructions to or directly request any work from Contractor's workers. Delays caused by Owner-Direct Work may result in extra charges beyond the Price which Owner agrees to pay and for which a Change Order shall be signed, including but not limited to a \$200 per trip service charge.

**8. Payments and Collection.** If Owner fails to make payment as required by this Agreement Contractor may stop work on forty-eight (48) hours notice. The Price shall be increased by Contractor's reasonable costs to stop and/or resume Work, and Owner agrees to pay any such costs. Owner agrees to pay a service charge of 8% per annum or the maximum amount permitted by law on all balances 30 days or more past due. Owner shall also pay for all collection costs, including employee time and expense and all attorneys' fees and costs Contractor incurs in collection of and/or protection of its interests in Owners' past due account or other enforcement of this Agreement.

**9. Personal Property.** Except as specifically called for by this Agreement Contractor shall not be responsible for protection of Owner's vehicles or other personal property ("Personal Property"). Owner shall manage and be responsible for protection of Personal Property and Contractor shall not be responsible for the theft or disappearance of or damage to Personal Property. Contractor shall not be responsible for locking or closing doors or gates.

**10. Liquidated Damages.** Owner acknowledges that it would be difficult to determine Contractor's precise damages if Owner breaches this Agreement or if Owner terminates this agreement without a legal basis. Therefore, in the event Owner terminates after any applicable cancellation period or otherwise breaches this Agreement, Owner still agrees to pay Contractor: (1) in full on a time and material basis for all services Contractor, its subcontractors and material suppliers have provided to Owner or the Property, and (2) lost profit equal to 25% of the Price, Change Order amounts, and additional services Contractor and its subcontractors and material suppliers have provided to Owner or to the Property as of the date of such termination or breach, which fee represents the industry standard for reasonable profit and overhead. Owner agrees that the described damages in this Section are a reasonable estimate of the damages that Contractor would incur due to Owner's breach of the Agreement.

**11. Limitation on Claims.** Any civil action alleging Contractor's breach of this Agreement, negligence, fraud, misrepresentation, or any other claim by Owner must be initiated no later than one (1) year after the earlier of (a) the date Contractor ceases work on the Property, or (b) the date Contractor's building permit is finalized or otherwise closed. Contractor shall not be responsible for any damage to the Property related to the weight or delivery of dumpsters, equipment or materials. Owner agrees that Owner's maximum claim for damages against Contractor, and Contractor's maximum liability to Owner, shall be limited to the amount Owner has paid to Contractor.

**CITY OF LE CENTER  
RESOLUTION NO. 2024L**

**A RESOLUTION SUPPORTING RETENTION OF CITY ZONING AUTHORITY**

**WHEREAS**, decisions about local zoning and land use that best fit community needs are best left to city residents and officials;

**WHEREAS**, cities use zoning and land use regulations to balance property usage, plan for community growth, dedicate space and capacity for public infrastructure to support development (roads, parks and trails, transportation, sewer, stormwater, water, etc.), mitigate flooding and erosion, and preserve natural resources among others;

**WHEREAS**, the Minnesota State Legislature, in an attempt to address housing availability and affordability challenges, is considering measures that would preempt city authority to regulate land use and zoning and assign that authority to state government;

**WHEREAS**, passage of those measures would inadequately address housing availability and affordability challenges;

**WHEREAS**, a rigid framework for land use and zoning mandated by the state makes little sense and cities require flexibility to address their own unique circumstances;

**WHEREAS**, provisions of the proposed state measures would place the fiscal burden for infrastructure cost of new residential development on the shoulders of existing homeowners and renters in our local communities;

**WHEREAS**, building of multiple housing units on a single residential lot with inadequate spacing, as allowed in the proposed zoning preemption measures, could result in service delivery problems like limiting emergency medical services and fire departments' access to city neighborhoods;

**WHEREAS**, provisions would also silence local residents from their concerns regarding proposed developments during public comment periods of city council and other public meetings;

**AND, WHEREAS**, cities across the state have already put in years of work to address zoning issues, and continue to do so, with the help of community engagement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE CENTER, MINNESOTA AS FOLLOWS:**

The City of Le Center opposes state proposals that seek to preempt local zoning and land use decision-making when it comes to residential development;

Supports constructive policy alternatives to incentivize and bolster city efforts for addressing housing challenges;

And, advocates for a city-state partnership to consider reforms that are proven to address housing availability and affordability and that ensure efforts can be locally led and shaped.

Adopted by the City Council of Le Center, Minnesota this 9<sup>th</sup> day of April 2024.

---

Christian Harmeyer, Mayor

Attest:

---

Dan Evans, City Administrator

## CUSTOMER SERVICES AGREEMENT

(U.S. Based Employees Only)

This CUSTOMER SERVICES AGREEMENT (the "Agreement"), dated as of April 9, 2024, is entered into by and between Sand Creek EAP, a limited liability corporation with its principal place of business located 5401 Gamble Dr, Suite 107 St. Louis Park, MN 55416 doing business as Sand Creek EAP or AllOne Health ("Company") and City of Le Center, a municipality with its principal place of business located at 10 West Tyrone Street, Le Center, Minnesota 56057 ("Customer"), collectively referred to herein as "Parties" and each as "Party."

### PREAMBLE

**WHEREAS**, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

**NOW, THEREFORE**, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

### ARTICLE I. COMPANY RESPONSIBILITIES

**1.1 Description of Services.** The Company shall provide employee assistance services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as "Services").

**1.2 The Company's Intellectual Property.** The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

### ARTICLE II. CONFIDENTIALITY

**2.1 Confidential Information.** "Confidential Information" means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as "confidential." Confidential Information also includes: (i) a Disclosing Party's technical information, confidential data and trade secrets; (ii) a Disclosing Party's nonpublic Intellectual Property ("IP") (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates' employees or independent contractors to the non-disclosing party in connection with the activities contemplated by this Agreement that is designated "Confidential" or "Proprietary" or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party's business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or to its or its affiliates' employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer's employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer's notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).

**2.2 Receiving Party.** A Party that acquires knowledge of the other Party's (a "Disclosing Party") Confidential

## Member Customer Services Agreement

Page 2 of 9

Information is considered the "Receiving Party." The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

**2.3 Applicability of Confidentiality.** Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known; (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in **Section 2.3(v)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

**2.4 Retention.** The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

**2.5 Information Security Program.** The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

**2.6 Security Breach.** If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

### **ARTICLE III. TERM, PAYMENT AND TERMINATION**

**3.1 Term.** The Agreement commences on the effective date set forth on **Exhibit A** ("Effective Date") and ends at 5:00 p.m. Eastern Standard Time on April 30, 2025, or until terminated sooner pursuant to **Section 3.3** of the Agreement (the "Term"). The Agreement automatically renews for one (1) year terms unless written notice is provided at least 120 days prior to the expiration date or any extension or renewal thereof.

**3.2 Payment.** In consideration for the Company rendering the Services, Customer agrees to pay the Company such amounts as set forth in **Exhibit A** ("Service Fees"). These fees will be fixed for the Initial 12-month term, unless the Customer has an employee enrollment change of ten percent (10%) or more, whereby the Company has the right to review and revise pricing accordingly. The Customer shall report employee enrollment changes of ten percent (10%) or more in writing with payment remittance. The Company has a right to review and revise pricing accordingly on past and future invoices related to the ten percent (10%) change. Any other adjustments to fees will

## Member Customer Services Agreement

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go into effect each successive term on or after the anniversary date at the Company's sole discretion, but not to exceed the Consumer Price Index (CPI) or rate of inflation at that time, unless otherwise mutually agreed upon. The Company will send Customer an invoice for services rendered to Customer. Customer shall make payment upon receipt of the invoice. If the invoice is not paid within fifteen (15) days following the invoice date, the invoice amount accrues interest at a rate of 1.25% per month. However, Customer's total interest liability will not exceed the limits imposed by law. If the Company charges Customer for interest more than the limits imposed by law, the Company will credit Customer the excess interest on the Company's next invoice. If the excess interest is greater than the amount of the Company's next invoice, the Company will refund Customer the amount of excess interest owed above the next invoice amount.

**3.3 Termination.** Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

**3.4 Effect of Termination.** The Company is entitled to full compensation for work performed prior to termination.

**3.5 Indebtedness.** If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

**3.6 Bankruptcy.** Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

### **ARTICLE IV. INDEMNIFICATION**

**4.1 Mutual Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (1) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor.

### **ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

**5.1 Warranty.** The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for



non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

**5.2 Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

**5.3 Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

#### **ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY**

**6.1 Responsibility and Liability for Third Parties.** It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

**6.2 Limitations of Responsibility.** The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

**6.3 Customer Obligations.** The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

#### **ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS**

**7.1 Communications.** Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

**7.2 Irreparable Harm to the Company.** It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

**ARTICLE VIII. GENERAL PROVISIONS**

**8.1 Notice.** All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

SAND CREEK EAP, LLC  
Attn: Legal Department  
100 North Pennsylvania Avenue  
Wilkes-Barre PA 18701-3503

Customer:  
City of Le Center  
Attn: Administrator  
10 West Tyrone Street  
Le Center, MN 56057

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

**8.2 Governing Law.** The Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Luzerne County, Pennsylvania, and Wilkes-Barre Division of the United States District Court for the Middle District of Pennsylvania and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.

**8.3 Entire Agreement.** The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and **Exhibit A** are incorporated into the Agreement by reference.

**8.4 Modifications and Amendments.** No modification, alteration, change or waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced. No waiver at any time of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement at that time or a waiver of that or any other provision at any other time.

**8.5 Statement of Work/Fee Schedule Amendments.** Notwithstanding **Section 8.4**, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

**8.6 Assignment and Third-Party Beneficiaries.** Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may assign the Agreement to its parent, a subsidiary, or an affiliated company without the expressed written consent of the other Party. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party's business without the expressed written consent of the other Party. Other than in connection with

## Member Customer Services Agreement

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indemnification under Section 4.1, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

**8.7 Captions and Headings; Interpretation.** Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word "including" (and words of similar import) means "including without limitation," (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person's successor and assigns to the extent not prohibited by this Agreement, (g) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, A and such phrase does not mean simply "if," (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to "\$" shall mean United States dollars, (j) the word "or" is not exclusive, (k) the words "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word "any" means "any and all," (m) the words "writing," "written," and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

**8.8 Waiver and Severability.** The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

**8.9 Attorney's Fees, Costs and Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

**8.10 Counterparts and Facsimile Signatures or PDF Signatures.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting Party's facsimile signature or portable document format ("PDF") signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

**8.11 Independent Contractor Status.** For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

**8.12 Solicitation of Employees.** Customer agrees that during the term of the Agreement and for a period of

## Member Customer Services Agreement

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twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

**8.13 Survival.** The provisions of **Articles II, III, IV, V, VI, VII and VIII** shall survive the expiration or sooner termination of the term of the Agreement.

**8.14 Force Majeure.** Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

**8.15 Advertising and Public Announcement.** Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

**8.16 Subcontracting.** Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

**8.17 ERISA Disclaimer.** The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

**8.18 Privacy.**

(a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this

## Member Customer Services Agreement

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Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent "controllers", "businesses", or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company's subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member's own privacy practices and disclosures. The Company's Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company's Affiliate Network by contacting the Company.

(c) With regard to protected health information ("PHI") and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company's group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to-know' basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the written consent of data subject, in connection with Company's business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. "Personal Information" shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

**8.19 Anti-Corruption Compliance.** Reserved.

**8.20 Trade Sanctions and Export Control.** Reserved.

**8.21 Record Storage and Delivery.** Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

*[Remainder of page intentionally left blank]*

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties have executed and delivered the Agreement as of the date first above written.

**SAND CREEK EAP, LLC**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Keith Wasley  
President and Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Printed Name of Authorized Customer Representative

\_\_\_\_\_  
Title of Authorized Customer Representative

**City of Le Center Customer Services Agreement**

**EXHIBIT A  
Statement of Work/Fee Schedule**

The specific services below may be deleted, modified, or redefined by AllOne Health with notice to the Customer.

Effective Date: 05 /01 /2024

Employee Count: Up to 50 employees

Group(s) covered: Full time/part time employees and household family members

EMPLOYEE ASSISTANCE and WORK-LIFE SERVICES	
<ul style="list-style-type: none"> <li>✓ 24/7 Toll-free telephonic and online access to EAP services</li> <li>✓ Call translation services available in over 140 languages</li> <li>✓ 24-hour access to In the Moment Support for immediate or emergent mental health needs</li> <li>✓ Referral to staff or affiliate network for short-term counseling</li> <li>✓ Up to 3 virtual or face-to-face short-term, counseling sessions per unique incident per year with master's degree EAP counselor</li> <li>✓ Work/Life consultation, customized to the member's individual need and request</li> <li>✓ Personalized search and referrals to work-life resources for child care, adoption, education, pet care, elder/adult care, relocation assistance, and more</li> <li>✓ Legal consultation, referrals, and information for a wide range of personal matters, including estate planning, real estate, bankruptcy, divorce, custody</li> <li>✓ Financial issues receive a 30-minute consultation with a Certified Financial Professional. Depending on the type of issue, additional consultation may be provided</li> <li>✓ Identity theft consultation services provided by a Fraud Resolution Specialist. One virtual session (up to 60 minutes) per issue/per year.</li> <li>✓ Comprehensive web-based Work/Life resources</li> <li>✓ Interactive web-based Work/Life seminars</li> <li>✓ Specialized web-based corporate discounts, reference guides &amp; referral sourcing</li> <li>✓ Life Coaching (up to 3 sessions per year)</li> <li>✓ Medical Advocacy</li> <li>✓ Web-site portal and mobile app</li> <li>✓ Personal Assistant</li> <li>✓ On-site/virtual workplace trauma/crisis response (rate might not include travel)</li> <li>✓ On-site/virtual trainings (rate might not include travel)</li> </ul>	<p><b>INCLUDED</b></p>
	\$350 per hour
	\$350 per hour
PROGRAM IMPLEMENTATION AND PROMOTION	
<ul style="list-style-type: none"> <li>✓ Virtual supervisor and employee program orientation and training</li> <li>✓ Lifestyle blog</li> <li>✓ Monthly employee E-Newsletters</li> <li>✓ Monthly manager articles</li> <li>✓ Periodic EAP related articles</li> <li>✓ Standard electronic promotional materials (customized, printed materials and mailing options available for an additional fee)</li> <li>✓ Webinar based program orientation (digital manuals included) for employees, managers, supervisors, and human resources</li> </ul>	<p><b>INCLUDED</b></p>
MANAGEMENT ASSISTANCE	
<ul style="list-style-type: none"> <li>✓ Dedicated account manager</li> <li>✓ Management consultations for human resources, managers, and supervisors</li> <li>✓ Fitness for Duty consultation and coordination</li> <li>✓ Formal management referral, assessment, and counseling</li> <li>✓ Post workplace trauma/crisis consultation</li> <li>✓ Secure and confidential data management system</li> <li>✓ Coordination of care with healthcare insurance provider</li> <li>✓ Manager Tool Kit</li> <li>✓ Consultation on policies and procedures related to the access and use of the EAP</li> </ul>	<p><b>INCLUDED</b></p>
PERFORMANCE TRACKING	
<ul style="list-style-type: none"> <li>✓ Case management for job performance referrals</li> <li>✓ Online employee satisfaction surveys</li> <li>✓ Program review &amp; planning</li> <li>✓ Utilization Reporting</li> </ul>	<p><b>INCLUDED</b></p>
PRICING SUMMARY	

**Flat Annual Fee: \$1,725**

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# ENGINEER'S PRELIMINARY COST ESTIMATE

Washington Street and Mill Avenue Pavement Improvements

City of Le Center

BMI Project No.: 0M1.123487

H:\LECE\0M1123487\Washington & Mill Bituminous\[Preliminary Cost Estimate.xlsx]Eng. Prelim. Estimate (1)

3/6/2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	LS	\$3,500.00	\$3,500.00
2	TRAFFIC CONTROL	1	LS	\$1,000.00	\$1,000.00
3	8' WIDE TAPER MILL BITUMINOUS PAVEMENT	410	SY	\$2.00	\$820.00
4	RELCAIM BITUMINOUS PAVEMENT	1770	SY	\$3.25	\$5,752.50
5	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	560	TON	\$75.00	\$42,000.00
6	ADJUST VALVE BOX	3	EA	\$300.00	\$900.00
7	ADJUST FRAME & RING CASTING	3	EA	\$500.00	\$1,500.00
Subtotal					\$55,472.50
10% Contingency					\$5,550.00
<b>Total Estimated Construction Cost</b>					<b>\$61,022.50</b>
Design, Administration and Construction Engineering					\$6,000.00
<b>Total Estimated Project Cost</b>					<b>\$67,022.50</b>

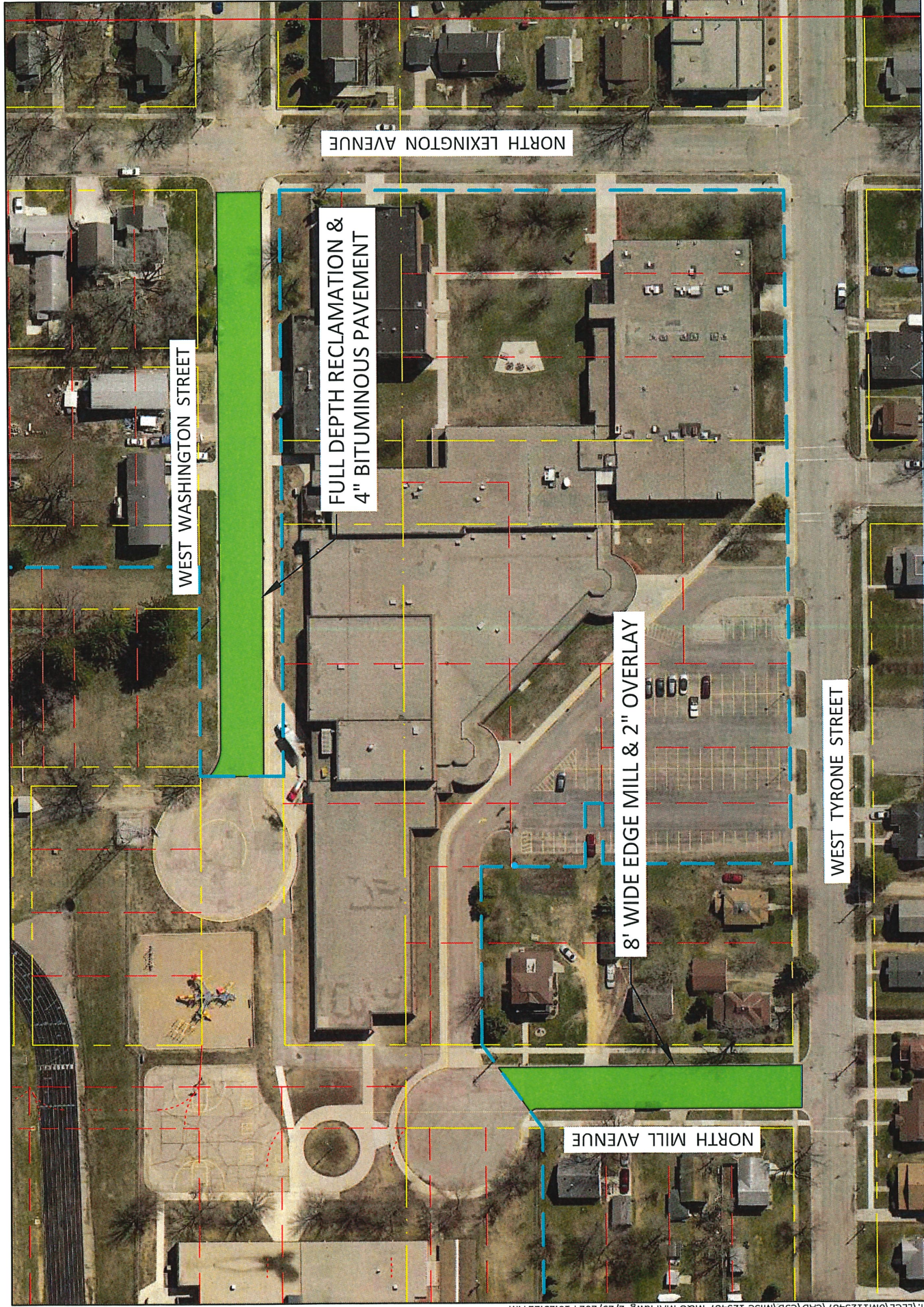


# Bituminous Pavement Improvements

City of Le Center

## Project Location

February 2024



LE CENTER  
MUNICIPAL LIQUOR STORE

March 2024 Sales	\$101,535.95
March 2023 Sales	\$99,071.88
Increased	\$2,464.37
March Gambling	\$6,613.02
March C and N Sales	\$998.43

**Revenue Sources February 2024**

Beer	\$23,307.24
Offsale Beer	\$37,775.10
Liquor	\$11,448.91
Offsale Liquor	\$19,624.59
Wine	\$384.87
Offsale Wine	\$3,762.89
Food	\$1,953.63

**March Recap**

- Music by Lukas Graff
- St. Patrick's Day Celebration
- Meat Raffle
- Sohmer Karaoke Sunday
- Music by Tyler Herwig
- St. Patrick's Day
  - Increased \$1,412.57

**April Events**

- Fools in the Alley Event
- Sohmer Karaoke Sunday, April 14<sup>th</sup> at 5pm
- Customer Appreciation Event Saturday, April 27<sup>th</sup>
  - Live music by GTX at 7pm

## Municipal Liquor Store Receipts

	On Sale	Off Sale	Misc	Food	Int./ Fire Dept/ Comm	Total (- sales tax)
Jan-21	13,619	67,984	2,588	795	45	85,031
Feb	17,822	54,258	2,685	884	4515	80,164
March	22,669	62,485	3,539	1466	5205	95,364
April	19,552	65,529	3,880	1236	8252	98,449
May	19,657	78,897	4,901	1229	8615	113,299
June	15,328	75,276	4,563	847	7099	103,113
July	17,186	76,231	4,903	1104	6544	105,968
Aug	15,666	69,051	5,694	945	6903	98,159
Sept	16,136	67,203	3,575	2570	7178	96,662
Oct	22,221	62,746	2,904	1471	7128	96,470
Nov	25,359	57,711	2,144	1481	7819	94,514
Dec	25,670	68,344	3,459	1347	6547	105,367
Jan-22	25,628	53,141	1,362	1680	9956	91,767
Feb	22,668	49,976	1,995	1544	746	76,929
March	26,341	51,728	2,468	1937	17127	99,601
April	24,521	56,262	3,611	1385	7359	93,138
May	17,332	70,238	3,624	1115	5364	97,673
June	19,454	74,576	6,996	1694	6588	109,308
July	19,210	78,718	3,769	2381	5696	109,774
Aug	18,816	72,167	2,185	1279	6099	100,546
Sept.	20,799	70,506	3,523	1366	8872	105,066
Oct	25,619	63,515	4,639	1473	7186	102,433
Nov	25,788	60,431	2,206	1535	6499	96,459
Dec	26,754	74,878	3,525	1809	7874	114,840
Jan-23	27,088	53,867	2,507	1587	6934	91,983
Feb	26,361	55,323	2,211	1424	8744	94,063
March	35,736	58,014	2,594	1710	11728	109,782
April	28,920	60,587	3,356	1437	6295	100,595
May	21,083	76,297	3,572	1472	9529	111,953
June	19,781	77,747	4,674	1442	7966	111,610
July	20,299	79,489	5,614	1480	8031	114,913
Aug	23,025	67,780	4,452	1712	8483	105,452
Sept.	23,874	68,229	11282	1864	10049	115,298
Oct	31,170	68,786	2964	1660	9048	113,628
Nov	29,026	61,503	2335	1941	6919	101,724
Dec	26,440	59,101	3340	1675	7033	97,589
Jan-24	33,355	66,622	3318	2234	11570	117,099
Feb	25,815	50,635	2324	1712	9822	90,308
March	31,849	52,808	2095	1953	7621	96,326

# Le Center Police Department Monthly Activity Report March 2024

Traffic Stop = 39  
 Warning = 30  
 Citation = 9  
 DWI = 0

911 = 1  
 Abandoned Vehicle = 1  
 Administrative Detail = 1  
 Agency Assist = 3  
 Alarm = 6  
 Animal Complaint = 6  
 Assault = 1  
 Assist = 7  
 Background Check = 0  
 Burn Complaint = 0  
 Burglary = 1  
 Child Custody = 0  
 Child Protection = 6  
 Civil Matter = 2  
 Compliance Check = 0  
 Criminal Sexual Conduct = 1  
 Death Investigation = 0  
 Directed Patrol = 4  
 Dispute = 0  
 Disturbance = 2  
 Domestic = 3  
 Driving Complaint = 3  
 Fight = 0  
 Firework Complaint = 0  
 Fire Call Out = 2  
 Found Property = 3  
 Fraud = 1  
 Funeral Escort = 1  
 Harassment/Threats = 2  
 Informational = 3  
 Intoxicated Person = 0  
 Juvenile Problem = 3  
 Le Center City Ordinance = 1

Lost/Missing Property = 1  
 Medical = 20  
 Missing Person = 1  
 Motor Vehicle Accident = 1  
 Noice Complaint = 1  
 Other = 1  
 Parking Complaint = 1  
 Permits = 1  
 Predatory Offender = 0  
 Property Damage = 1  
 Scam Investigation = 0  
 School Patrol = 3  
 Security Checks = 2  
 Solicitor = 0  
 Suicidal Person = 1  
 Suspicious Activity/Person/Vehicle = 8  
 Theft = 2  
 Traffic Complaint = 1  
 Trespassing = 2  
 Vandalism = 0  
 Void = 2  
 Violation of No Contact Order = 1  
 Warrant = 1  
 Weather Related = 0  
 Welfare Check = 1

**Calls / Incidents= 155**

**Miles Patrolled=2018**

**Arrests=9**

Comparison	2023	Through March 2024	
Calls / Incidents	237/665	155/449	-32%
Miles Patrolled		2,018/42,663	