

**CITY OF LE CENTER
REGULAR COUNCIL MEETING
TUESDAY, JUNE 11, 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) Ordinance 2024-2 An Ordinance Granting a Franchise Agreement with Midcontinent Communications

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 May 14, 2024
- B) Approval of Claims to be Paid

6. PUBLIC COMMENT (3 min. time limit)

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

7. PRESENTATIONS

- A) None

8. OLD BUSINESS

- A) 2nd Reading & Approval of Ordinance 2024-2 An Ordinance Granting a Franchise Agreement with Midcontinent Communications
- B) Approve Summary Publication of Ordinance 2024-2
- C) Approve Resolution No. 2024N A Resolution Adopting a Wage Compensation Pay Scale for Non-Union Employees.

9. NEW BUSINESS

- A) Review Proposal for Professional Assessment & Recommendations for the Outdoor Pool
- B) Reschedule the August 13th City Council Meeting because of State Primary Election
- C) Review and Discuss Quote from Axon for Squad/Body Cameras and Tasers
- D) Approval of a Sidewalk & Trail Inspection and Maintenance Policy

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) Pool Report – Dorothy Dinwiddie
- F) Administrators Report – Dan Evans
- G) Le Sueur Co. Commissioner Updates – Dave Preisler
- H) Le Sueur Co. Fair Board – Nancy Stauff

11. OTHER BUSINESS

- A) Council Reports

12. CLOSED SESSION

- A) Pursuant to Minnesota State Statute 13D.05, subd. 3, (c) (3) the city will discuss and potentially develop an offer for the purchase of real property

13. ADJOURNMENT

NOTICE OF PUBLIC HEARING CITY OF LE CENTER

Notice is hereby given that City of Le Center will be holding a public hearing on Tuesday, June 11, 2024 @ 7:00 pm at City Hall, 10 West Tyrone Street, Le Center, to hear all testimony regarding Ordinance No. 2024-2 an ordinance repealing ordinance 2014-4 in its entirety and replacing it with the following: an ordinance granting to midcontinent communications, a South Dakota general partnership, the non-exclusive right to erect, maintain and operate in, under, over, along and across the present and future streets, lanes, avenues, sidewalks, alleys, bridges, highways, easements dedicated for compatible uses and other public places in the city of Le Center, Minnesota and the subsequent additions thereto, towers, poles, lines, cables, wires, manholes, and all other fixtures and equipment necessary for the maintenance and operation in the city of a cable television system, for the purpose or transmission and distribution of audio, visual, electronic and electrical signals, and other electronic impulses in order to furnish television and radio programs and various other communication services to the public, for a period of ten (10) years regulating the same, and providing for compensation to the city.

All oral & written comments shall be heard at that time or may be mailed to:
City of Le Center, Attn: Dan Evans,
10 West Tyrone St., Le Center, MN 56057.

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**CITY OF LE CENTER
REGULAR COUNCIL MEETING
TUESDAY, MAY 14, 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, Nathan Hintz, Collin Scott

Absent: Council Member Dan Steffen

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE AGENDA

Motion by Scott, seconded by Hintz to add part-time police officer hiring process to the agenda. Under section (9) new business letter (E), All in favor, motion carried.

4. PUBLIC HEARING

A) None

5. CONSENT AGENDA

Motion by Scott, seconded by Ruiz-Mendez to approve the consent agenda items list below. All in favor, motion carried.

A) Approval of Minutes from the Regular Council Meeting held on April 9, 2024

B) Approval of Claims to be Paid

C) Accept the Resignation from Walter “Wally” Blaschko

D) Approval of “Kick off to Summer” Special Event Permit from the Le Center Chamber of Commerce

6. PUBLIC COMMENT

A) None

7. PRESENTATIONS

A) Tom Olinger with ABDO presented the 2023 audited financial statement. Tom discussed the city’s general fund, debt service funds, and enterprise funds. The general fund unassigned fund balance was at 45.7%, which is in the normal range. No compliance legal findings were found during the audit. Total remaining outstanding bonds in our debt service funds are \$6,251,296. Water fund has a cash balance of \$179,394 and the target cash goal is \$452,717. Sewer fund had a negative cash balance (\$30,855) and the target cash goal is \$234,152. Refuse fund has a cash balance of \$33,566 and the target cash goal

is \$90,443. Liquor fund had a cash balance of \$355,385 and is over the target cash balance of \$295,286. The tax rate is trending down from 68.4% in 2022 to 65.8% in 2023.

- B) Shelia Huber with the Minnesota Valley Council of Governments (COG) presented the wage compensation study for employees with the city of Le Center. The COG performed a true market study with comparisons to other organizations. Shelia indicated the goal was to be within 5 to 10 percent of the market in a position classification. Currently there is no pay scale structure for the city, only actual wages for each employee. Shelia provided two pay scale structures for the council to consider. Option one reflects a new salary table structure with a starting wage of \$14.00, and option two, that reflects a new salary table structure with a starting wage of \$15.00. A motion was made by Hintz, seconded by Scott to move forward with option two with an implementation date of July 2024. All in favor, motion carried. A resolution will be prepared for the following meeting to implement these changes. Shelia also indicated that she would work with Evans on compensation policies for this new pay structure.

8. OLD BUSINESS

- A) None

9. NEW BUSINESS

- A) Motion by Hintz, seconded by Scott to approve Resolution No. 2024M A Resolution authorizing acceptance of a grant from the Minnesota Department of Health. All in favor, motion carried. Evans indicated that staff is moving forward with Traut Well to finish the job of sealing the abandon well next to city hall.
- B) 1st Reading of Ordinance 2024-2 An Ordinance granting a franchise agreement with Midcontinent Communications. Evans indicated that the previous agreement is due to expire, and this ordinance will secure another 10-year franchise agreement.
- C) Motion by Scott, seconded by Ruiz-Mendez to establish a City of Le Center Facebook Page. All in favor, motion carried.
- D) Motion by Hintz, seconded by Scott to approve the Social Media Policy. All in favor, motion carried.
- E) Police Chief Overn presented his proposal on hiring methods for part-time police officers. MN POST Board has allowed municipalities to hire and start part-time officers immediately who meet certain criteria and then conduct a background and psychological assessment within 6 months, to help speed up the hiring process. Motion by Scott, seconded by Hintz to approve this hiring process for part-time police officers.

10. REPORTS OF OFFICERS, BOARDS, COMMITTEES, & DEPARTMENTS

- A) P & Z Report – Block indicted no report.
- B) Liquor Store Report - Vikla stated April 2024 sales were \$91,874. March gambling rent was \$6,671. April C&N Sales were \$640. April recap: Fools in the Alley, Sohmer Karaoke, Customer appreciation event.

C) Police Report – Overn provided the report on the police activities for the month of April. Calls / incidents handled 148, miles patrolled 2,264, 1 arrest, call / incidents are down 25% from 2023.

D) Public Works Report - Steinborn reported the following:

- City wide clean up June 15th 8am to Noon
- Staff drained and cleaned the pool
- The unmanned refuse and recycling center had a large amount of blue garbage bags dropped near the service doors over the weekend. Steinborn wanted to remind everyone that garbage drop off is not excepted over the weekend.
- Steinborn wanted to thank Walter “Wally” Blaschko for all his years of service to the public works department. Wally started working for the city back in 1986.

A Motion was made by Hintz, seconded by Scott to post the adjusted wage amount for the public works maintenance position. All in favor, motion carried.

E) Administrator’s Report – Evans reported the following:

- City website is moving forward, the design is approved and now the content is getting migrated from the old site to the new site. Staff has also started training on how to upload content to the new website.
- Evans indicated that most all the zoning preemptive bills that were introduced this legislative session have been defeated. Which is a great win for municipalities in the state.
- Evans said the MN Small Cites Association is still lobbying for a gap finance package for the small cities’ assistance fund. Currently it’s funded at 9 million but they would like to see it funded at 20 million for FY 2024.

F) Le Sueur Co. Commissioner Updates – Dave Preisler reported the following:

- Sharon Street road closure south of the courthouse is pushed back a week because of drawing delays.
- MnDOT moved up the date of construction to FY 2026 for the roundabout at State Hwy 13 and State Hwy 99.
- Preisler mentioned that the paid family and medical leave act that is scheduled to start in FY 2026 is likely underfunded to what the state projected. It was going to be funded at a .7% tax but that will likely be .88% and DEED can go to 1% without going back to the legislature.
- County has held discussions on updating their comprehensive / land use plan as the current plan is 17 years old.

G) Le Sueur Co. Fair Board – Nancy Stauff not present

11. OTHER BUSINESS

A) Council Reports –

- Harmeyer wanted to additionally thank Wally for his years of service for the city.
- Scott wanted to know the sign-up date for swimming lessons, Evans advised May 30th.

- B) Open House for the MnDOT Hwy 99 Project at City Hall on May 28th from 4:30 p.m. to 6:30 p.m.
- C) Reminder for Council Members to submit any additional meetings attended

12. ADJOURNMENT

There being no further business; Motion by Hintz, seconded by Scott, for Mayor Harmeyer to adjourn the meeting at 8:42 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	000285	\$4,469.21	Pay # 10 F/W/H
	INTERNAL REVENUE SERVICE	000285	\$1,378.74	Pay # 10 Medicare
	INTERNAL REVENUE SERVICE	000285	\$4,004.26	Pay # 10 FICA
	MN TEAMSTERS LOCAL NO. 320	047564	\$166.48	Police union dues
	DELTA DENTAL OF MINNESOTA	047513	\$102.40	Insurance
	MATRIX TRUST COMPANY	047535	\$330.00	457 Plan Pay # 9
	MATRIX TRUST COMPANY	047535	\$230.00	457 Plan Pay # 10
	FURTHER	000286	\$1,553.25	
	FURTHER	000279	\$1,553.25	HAS
			\$13,787.59	
Administration	DEBIT CARD	000281	\$52.13	Bank-A-County deposit slips
Administration	YOUNGER GUNWORKS LLC	047543	\$249.90	Tumblers
Administration	BUSINES ESSENTIALS	047546	\$218.99	Adm-printer toner
Administration	DEBIT CARD	000278	\$114.15	Flag Store USA- State Flag
Administration	CHRISTIAN, KEOGH & MORAN	047547	\$495.00	Adm
Administration	METRO FIBER NET LLC	047559	\$148.07	#1685620 Admin.
Administration	APG MEDIA OF SOUTHERN MN	047525	\$1,093.65	Adv-2023 Audit
Administration	CENTERPOINT ENERGY	047507	\$181.35	utilities
Administration	CENTERPOINT ENERGY	047507	\$55.71	utilities
Administration	TIM MILLER ELECTRIC INC	047568	\$177.40	Adm
Administration	ST. PETER LUMBER COMPANY	047520	\$71.95	4 X 8 Sheet Wood
Administration	FURTHER	000276	\$10.00	HSA Admin Fees
Administration	METRO SALES INCORPORATED	047537	\$724.97	Copier
Administration	MIKES WINDOW WASHING SERVICE	047561	\$66.00	cleaning 5-28-24
Administration	MIDWEST BEST CLEANING	047560	\$85.00	City Hall Cleaning
Administration	CINTAS CORPORATION #754	047548	\$18.11	supplies
Administration	CINTAS CORPORATION #754	047548	\$42.34	supplies
Administration	CINTAS CORPORATION #754	047509	\$18.11	Supplies
Administration	CINTAS CORPORATION #754	047509	\$18.11	Supplies
Administration	CENTRAL FIRE PROTECTION	047508	\$200.65	Annual Certifying Fire Extinguishers
Administration	MIDWEST BEST CLEANING	047516	\$85.00	City Hall Cleaning
41400 Administration			\$4,126.59	
Police Department	AMOCO OIL COMPANY	047524	\$1,152.80	Fuel
Police Department	MN CHIEFS OF POLICE ASSOCIATIO	047563	\$137.00	Handgun permit Forms
Police Department	CHRISTIAN, KEOGH & MORAN	047547	\$1,395.00	Police
Police Department	FRONTIER COMMUNICATIONS-GENERA	047529	\$100.90	Utilities
Police Department	METRO FIBER NET LLC	047559	\$52.74	#1685620 PD
Police Department	AT & T MOBILITY	047545	\$91.69	Cell phones
Police Department	MIDWEST BEST CLEANING	047560	\$35.00	
Police Department	COMPUTER TECHNOLOGY SOLUTIONS	047511	\$180.60	Police
Police Department	CENTRAL FIRE PROTECTION	047508	\$10.70	Annual Certifying Fire Extinguishers
Police Department	MIDWEST BEST CLEANING	047516	\$35.00	Cleaning
Police Department	ALWAYS THERE PLUMBING & HEATIN	047572	\$300.00	Animal boarding
42123 Police Department			\$3,491.43	
Streets Department	TWEETENS ONE STOP INC	047577	\$55.98	Fuel Act # 10000
Streets Department	AMOCO OIL COMPANY	047524	\$551.15	Fuel
Streets Department	LE SUEUR COUNTY HIGHWAY DEPT.	047534	\$1,944.04	Diesel Jan-April
Streets Department	LE CENTER HARDWARE HANK	047557	\$4,859.87	Act # 46
Streets Department	K & R GRAPHICS	047555	\$780.00	Signs-vehicles
Streets Department	WONDRA AUTOMOTIVE	047571	\$130.42	Supplies
Streets Department	COMPUTER TECHNOLOGY SOLUTIONS	047527	\$5,521.00	Camera System Shop

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Streets Department	COMPUTER TECHNOLOGY SOLUTIONS	047549	\$1,680.00	City Garage
Streets Department	COMPUTER TECHNOLOGY SOLUTIONS	047549	\$1,548.00	City Garage
Streets Department	BOLTON & MENK, INC.	047526	\$1,385.50	2024 St Improvements
Streets Department	METRO FIBER NET LLC	047559	\$135.48	#1685622 Streets
Streets Department	AT & T MOBILITY	047545	\$187.62	Cell phones
Streets Department	CENTERPOINT ENERGY	047507	\$126.89	utilities
Streets Department	WOELFEL BUILDING CONS-GENERAL	047523	\$5,280.00	Garage Door-Shop
Streets Department	DAN STEINBORN	047550	\$109.46	Reimb safety meeting expense
Streets Department	CINTAS CORPORATION #754	047575	\$133.08	Streets
Streets Department	CINTAS CORPORATION #754	047548	\$118.13	Supplies
Streets Department	CINTAS CORPORATION #754	047548	\$108.07	supplies
Streets Department	CINTAS CORPORATION #754	047509	\$108.86	Supplies
Streets Department	CENTRAL FIRE PROTECTION	047508	\$248.50	Annual Certifying Fire Extinguishers
43121 Streets Department			\$25,012.05	
Pool	DEBIT CARD	000284	\$303.90	American Red Cross-Pool Lifeguard Manuals
Pool	DOROTHY DINWIDDIE	047551	\$44.02	Reimb Pool Supplies
Pool	BUSINES ESSENTIALS	047506	\$38.52	Pool supplies
Pool	CENTRAL FIRE PROTECTION	047508	\$10.70	Annual Certifying Fire Extinguishers
Pool	TIM MILLER ELECTRIC INC	047568	\$332.11	Canopy light pool
Pool	LE CENTER HARDWARE HANK	047557	\$258.26	Act # 46
Pool	BRIGHTON SANDBLASTING, INC	047505	\$390.00	Pool Epoxy Paint
Pool	CENTERPOINT ENERGY	047507	\$79.56	utilities
45124 Pool			\$1,457.07	
Parks	AMOCO OIL COMPANY	047524	\$260.35	Fuel
Parks	LAURIES GARDEN CARE	047533	\$100.00	May Maintenance
Parks	LE CENTER HARDWARE HANK	047557	\$330.78	Act # 46
Parks	FRONTIER COMMUNICATIONS-GENERA	047529	\$83.29	Utilities
Parks	BOSACKER REPAIR	047573	\$282.21	Mower repair
Parks	BOSACKER REPAIR	047504	\$189.09	Starter
Parks	CLARKE ENVIRONMENTAL	047510	\$600.00	Spraying
45200 Parks			\$1,845.72	
Library	METRO FIBER NET LLC	047559	\$52.74	#1685620 Lib.
Library	MIDWEST BEST CLEANING	047560	\$33.82	Library Cleaning
Library	MIDWEST BEST CLEANING	047560	\$55.00	Library Cleaning
Library	MIDWEST BEST CLEANING	047516	\$55.00	Library Cleaning
45501 Library			\$196.56	
101 General Fund			\$49,917.01	
601 Water Fund				
Water Utilities	MINNESOTA REVENUE/SALES TAX	000277	\$781.00	Sales Tax April
Water Utilities	CENTRAL FIRE PROTECTION	047508	\$102.30	Annual Certifying Fire Extinguishers
Water Utilities	HAWKINS, INC.	047531	\$5,895.16	Chemicals
Water Utilities	HAWKINS, INC.	047514	\$30.00	Chemicals
Water Utilities	MINNESOTA DEPARTMENT OF HEALTH	047517	\$2,225.00	Water-2nd qtr fee
Water Utilities	UTILITY CONSULTANTS	047570	\$71.37	Testing
Water Utilities	FRONTIER COMMUNICATIONS-GENERA	047529	\$136.13	Utilities
Water Utilities	CENTERPOINT ENERGY	047507	\$30.16	utilities
Water Utilities	CENTERPOINT ENERGY	047507	\$20.32	utilities
49440 Water Utilities			\$9,291.44	
601 Water Fund			\$9,291.44	
602 Sewer Fund				
Sewer Utilities	HACH COMPANY	047576	\$107.89	Plant chemicals
Sewer Utilities	HAWKINS, INC.	047531	\$6,239.49	Chemicals
Sewer Utilities	HAWKINS, INC.	047514	\$10.00	Chemicals

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Sewer Utilities	UTILITY CONSULTANTS	047570	\$978.58	Testing
Sewer Utilities	METRO FIBER NET LLC	047559	\$136.68	#1685621 Sewer
Sewer Utilities	CENTERPOINT ENERGY	047507	\$113.10	utilities
Sewer Utilities	MINNESOTA PUMP WORKS	047562	\$544.30	Lift Station
Sewer Utilities	CENTRAL FIRE PROTECTION	047508	\$80.05	Annual Certifying Fire Extinguishers
49450 Sewer Utilities			<u>\$8,210.09</u>	
602 Sewer Fund			\$8,210.09	
603 Refuse Fund				
Refuse	MINNESOTA REVENUE/SALES TAX	000277	\$1,431.00	Sales Tax April
Refuse	LE SUEUR COUNTY HIGHWAY DEPT.	047534	\$1,243.70	Diesel Jan-April
Refuse	LJP ENTERPRISES WASTE	047515	\$2,144.57	Recycling
43230 Refuse			<u>\$4,819.27</u>	
603 Refuse Fund			\$4,819.27	
609 Liquor Fund				
	MINNESOTA REVENUE/SALES TAX	000277	\$8,802.00	Sales Tax April
			<u>\$8,802.00</u>	
Municipal Liquor Store	PAPER ROLL SUPPLIES	047539	\$154.62	Supplies
Municipal Liquor Store	ULINE	047541	\$1,121.98	Safe/Smokers receptacle
Municipal Liquor Store	DEBIT CARD	000287	\$536.82	Igloo-5 coolers
Municipal Liquor Store	A.H. HERMEL	047544	\$121.43	Supplies
Municipal Liquor Store	JUST NAME IT	047554	\$129.50	Volleyball T-Shirts
Municipal Liquor Store	PEPSI COLA BOTTLING CO.	047565	\$649.74	Bar supplies
Municipal Liquor Store	LE CENTER HARDWARE HANK	047557	\$173.93	Act # 154
Municipal Liquor Store	PETTY CASH LIQUOR	047519	\$75.02	Supplies
Municipal Liquor Store	BREAKTHRU BEV MN WINE	047574	\$2,999.70	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047532	\$3,026.54	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047532	\$3,035.95	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	047532	\$5,459.76	Liquor
Municipal Liquor Store	MORGAN CREEK VINEYARDS	047538	\$238.80	Liquor
Municipal Liquor Store	VINOCOPIA, INC	047542	\$607.50	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	047540	\$199.08	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	047566	\$787.02	Liquor
Municipal Liquor Store	KINNEY CREEK BREWERY	047556	\$123.00	Wine
Municipal Liquor Store	VINOCOPIA, INC	047522	\$315.25	Liquor
Municipal Liquor Store	DAHLHEIMER BEVERAGE	047528	\$12,319.09	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047569	\$1,179.80	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047569	-\$26.40	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047569	\$10,374.65	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047569	\$12.00	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	047512	\$3,871.60	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047521	\$3,069.95	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	047521	\$458.57	Beer
Municipal Liquor Store	A.H. HERMEL	047544	\$1,933.40	Mdse for resale
Municipal Liquor Store	FIRE HOUSE PIZZA	047552	\$255.50	Mdse for resale
Municipal Liquor Store	The Home City Ice Company	047567	\$96.60	Mdse for resale
Municipal Liquor Store	The Home City Ice Company	047567	\$156.60	Mdse for resale
Municipal Liquor Store	PETTY CASH LIQUOR	047519	\$69.80	Mdse for resale
Municipal Liquor Store	LESUEUR-WASECA BOARD OF HEALTH	047558	\$550.00	Annual Food License Renewal
Municipal Liquor Store	Nicole Miller	047518	\$360.00	Sponsorship 2 volleyball teams
Municipal Liquor Store	CENTERPOINT ENERGY	047507	\$193.71	Utilities
Municipal Liquor Store	MIDWEST BEST CLEANING	047560	\$839.69	Liquor Store Cleaning
Municipal Liquor Store	MIDWEST BEST CLEANING	047516	\$914.86	Liquor Store Cleaning
Municipal Liquor Store	CENTRAL FIRE PROTECTION	047508	\$10.70	Annual Certifying Fire Extinguishers

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Municipal Liquor Store	GARY WEST MUSIC, LLC	047530	\$400.00	Entertainment
Municipal Liquor Store	MELISSA SCHULZ	047536	\$300.00	Entertainment
Municipal Liquor Store	FIRST NATIONAL BANK LE CENTER	047553	\$1,082.08	Loan Payment-July
49770 Municipal Liquor Store			\$58,177.84	
609 Liquor Fund			\$66,979.84	
			\$139,217.65	

Packet Report Revenues

Act Code	SOURCE Descr	Water		
		May 2024 Amt	2024 YTD Amt	2024 Budget
601-00000-37190	State Test Fee	\$719.21	\$3,628.85	\$8,500.00
601-00000-39700	Capital Contributo	\$0.00	\$0.00	\$0.00
601-00000-37180	Sales Tax Water	\$561.88	\$3,409.04	\$7,600.00
601-00000-37171	Delinquent Utilities	\$0.00	\$0.00	\$0.00
601-00000-37160	Late Charge	\$383.74	\$2,491.61	\$5,000.00
601-00000-37150	Water Connect/Re	\$0.00	\$0.00	\$0.00
601-00000-37110	Water Sales	\$48,176.58	\$241,951.52	\$500,000.00
601-00000-36416	Lease Interest Rev	\$0.00	\$0.00	\$0.00
601-00000-36210	Interest Earnings	\$0.00	\$0.00	\$0.00
601-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
601-00000-36220	Rents / Lease Rev	\$3,516.93	\$15,973.96	\$42,200.00
601-00000-37170	Meter Rent	\$1,263.56	\$6,205.17	\$15,000.00
601-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
601-00000-50000	Holding Acct.	\$0.00	\$0.00	\$0.00
601		\$54,621.90	\$273,660.15	\$578,300.00

Packet Report Expenses

Act Code	OBJECT Descr	Water		
		May 2024 Amt	2024 YTD Amt	2024 Budget
601-49440-404	Repair/Maint Mach	\$2,954.20	\$3,366.21	\$5,000.00
601-49440-240	Equipment	\$0.00	\$0.00	\$5,000.00
601-49440-300	Professional Servic	\$31.73	\$106.28	\$1,000.00
601-49440-303	Engineer Fees	\$0.00	\$180.00	\$0.00
601-49440-310	Permits and Fees	\$2,225.00	\$4,550.00	\$10,000.00
601-49440-311	Testing	\$71.37	\$285.48	\$1,000.00
601-49440-322	Postage	\$139.46	\$671.32	\$1,600.00
601-49440-361	Insurance Premiu	\$0.00	\$9,726.00	\$8,800.00
601-49440-381	Utility Services	\$5,997.65	\$24,354.09	\$60,000.00
601-49440-402	Repair/Maint Struc	\$0.00	\$4,610.00	\$30,000.00
601-49440-221	Repair/Maint Supp	\$0.00	\$2,684.48	\$10,000.00
601-49440-420	Depreciation Expe	\$0.00	\$0.00	\$0.00
601-49440-430	Miscellaneous Exp	\$0.00	\$0.00	\$0.00
601-49440-433	Dues & Subscriptio	\$2,205.95	\$2,860.62	\$3,000.00
601-49440-520	Capital Improveme	\$0.00	\$0.00	\$0.00
601-49440-134	Disability / Life	\$525.19	\$2,777.14	\$0.00
601-49440-401	Repair/Maint Buildi	\$0.00	\$325.76	\$7,000.00
601-49440-121	PERA Contribution	\$337.73	\$1,227.62	\$3,700.00
601-49440-151	Workers Compens	\$0.00	\$175.54	\$1,400.00
601-49440-216	Chemicals & Chem	\$5,925.16	\$18,535.54	\$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	\$285.02	\$1,052.28	\$0.00
601-47000-601	Bond Principal	\$0.00	\$50,000.00	\$284,000.00
601-49440-122	Social Security / M	\$338.23	\$1,222.77	\$3,600.00
601-49440-131	Health Insurance	\$605.71	\$3,188.85	\$20,000.00
601-49440-135	HSA Contributions	\$116.31	\$457.18	\$0.00
601-49440-190	Pension Expense	\$0.00	\$0.00	\$0.00
601-49440-200	Sales Tax	\$781.00	\$3,053.00	\$8,800.00
601-49440-203	Water Meters	\$0.00	\$3,143.73	\$6,000.00
601-49440-207	Training	\$0.00	\$1,080.78	\$1,000.00
601-49440-215	Operating Supplies	\$151.08	\$336.55	\$4,000.00
601-49440-101	Full-time Employe	\$4,217.75	\$15,315.93	\$47,000.00
601		\$26,908.54	\$175,508.50	\$611,843.00

Packet Report Revenues

Act Code	SOURCE Descr	Sewer		
		May 2024 Amt	2024 YTD Amt	2024 Budget
602-00000-37210	Sewer Charges	\$38,271.61	\$189,471.19	\$400,000.00
602-00000-39302	Royal American Fo	\$11,207.00	\$41,702.84	\$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
602-00000-37250	Sewer Connect/Re	\$0.00	\$0.00	\$0.00
602-00000-37171	Delinquent Utilities	\$0.00	\$0.00	\$0.00
602-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
602-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
602-00000-39300	Debt Proceeds	\$9,621.00	\$38,585.54	\$115,000.00
602		\$59,099.61	\$289,075.76	\$638,000.00

Packet Report Expenses

Act Code	OBJECT Descr	Sewer		
		May 2024 Amt	2024 YTD Amt	2024 Budget
602-49450-310	Permits and Fees	\$0.00	\$1,618.00	\$1,600.00
602-49450-303	Engineer Fees	\$1,368.00	\$5,982.00	\$1,000.00
602-49450-437	Contractual Servic	\$367.54	\$1,517.50	\$0.00
602-49450-311	Testing	\$867.44	\$4,248.63	\$11,000.00
602-49450-321	Telephone	\$0.00	\$546.99	\$2,200.00
602-49450-322	Postage	\$139.46	\$671.27	\$1,600.00
602-49450-325	Publications Misc.	\$0.00	\$0.00	\$0.00
602-49450-361	Insurance Premiu	\$0.00	\$12,185.00	\$9,800.00
602-49450-401	Repair/Maint Buildi	\$188.39	\$514.14	\$3,000.00
602-49450-402	Repair/Maint Struc	\$0.00	\$1,711.00	\$30,000.00
602-49450-404	Repair/Maint Mach	\$2,300.00	\$4,095.27	\$15,000.00
602-49450-420	Depreciation Expe	\$0.00	\$0.00	\$0.00
602-49450-430	Miscellaneous Exp	\$0.00	\$0.00	\$0.00
602-49450-433	Dues & Subscriptio	\$2,205.94	\$2,554.60	\$2,000.00
602-49450-603	Loan/Lease Payme	\$0.00	\$0.00	\$0.00
602-49450-352	Disposal Fee	\$228.68	\$916.16	\$2,400.00
602-49450-300	Professional Servic	\$31.72	\$654.16	\$1,000.00
602-49450-520	Capital Improveme	\$0.00	\$0.00	\$0.00
602-49450-101	Full-time Employe	\$10,949.57	\$38,669.49	\$170,000.00
602-49450-240	Equipment	\$0.00	\$0.00	\$5,000.00
602-47000-601	Bond Principal	\$0.00	\$91,183.06	\$252,469.00
602-47000-611	Bond Interest	\$0.00	\$21,005.20	\$42,011.00
602-47000-630	Discount bonds iss	\$0.00	\$0.00	\$0.00
602-49450-102	Full-time Employe	\$1,127.10	\$4,403.73	\$3,000.00
602-49450-121	PERA Contribution	\$905.75	\$3,230.53	\$8,700.00
602-49450-122	Social Security / M	\$911.50	\$3,236.70	\$8,800.00
602-49450-131	Health Insurance	\$1,574.50	\$7,960.37	\$45,000.00
602-49450-216	Chemicals & Chem	\$7,586.39	\$46,922.90	\$80,000.00
602-47000-620	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00
602-49450-221	Repair/Maint Supp	\$782.50	\$1,553.14	\$5,000.00
602-49450-134	Disability / Life	\$2,601.27	\$13,757.32	\$0.00
602-49450-215	Operating Supplies	\$48.78	\$490.18	\$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	\$129.75	\$489.31	\$0.00
602-49450-381	Utility Services	\$5,899.43	\$23,502.72	\$57,000.00
602		\$40,213.71	\$294,535.82	\$766,480.00

Packet Report Revenues

Refuse

Act Code	SOURCE Descr	May 2024 Amt	2024 YTD Amt	2024 Budget
603-00000-37330	Refuse bag sales	\$7,166.50	\$26,988.50	\$77,000.00
603-00000-37310	Refuse Collection F	\$7,218.04	\$35,109.44	\$77,000.00
603-00000-36250	Miscellaneous Rev	\$0.00	\$0.00	\$0.00
603-43230-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
603-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
603-00000-39101	Gain (loss) on sale	\$0.00	\$0.00	\$0.00
603		<u>\$14,384.54</u>	<u>\$62,097.94</u>	<u>\$154,000.00</u>

Packet Report Expenses

Refuse

Act Code	OBJECT Descr	May 2024 Amt	2024 YTD Amt	2024 Budget
603-43230-215	Operating Supplies	\$661.24	\$5,007.27	\$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	\$1,028.00	\$1,300.00
603-43230-352	Disposal Fee	\$6,606.83	\$26,721.75	\$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
603-43230-103	Part-time Employe	\$579.18	\$7,227.02	\$11,000.00
603-43230-611	Bond Interest	\$0.00	\$0.00	\$0.00
603-43230-212	Motor Fuels	\$1,243.70	\$1,590.94	\$3,000.00
603-43230-101	Full-time Employe	\$3,534.41	\$13,168.24	\$45,000.00
603-43230-102	Full-time Employe	\$378.40	\$1,121.71	\$0.00
603-43230-121	PERA Contribution	\$293.43	\$1,257.77	\$4,200.00
603-43230-122	Social Security / M	\$333.21	\$1,596.53	\$4,300.00
603-43230-131	Health Insurance	\$718.84	\$3,830.10	\$3,000.00
603-43230-134	Disability / Life	\$28.41	\$150.42	\$0.00
603-43230-135	HSA Contributions	\$235.01	\$904.22	\$0.00
603-43230-151	Workers Compens	\$0.00	\$562.89	\$3,100.00
603-43230-200	Sales Tax	\$1,431.00	\$4,676.00	\$15,000.00
603		<u>\$16,043.66</u>	<u>\$68,842.86</u>	<u>\$201,800.00</u>

Packet Report Revenues

Act Code	SOURCE Descr	Liquor		
		May 2024 Amt	2024 YTD Amt	2024 Budget
609-00000-37911	Liquor On-Sale	\$8,292.07	\$48,447.40	\$110,000.00
609-00000-11500	Charge Sales	-\$5,139.45	-\$5,840.44	\$0.00
609-00000-37916	Cash Over (Short)	-\$3.42	-\$462.73	\$0.00
609-00000-37915	Liquor Miscellaneous	\$6,099.82	\$23,881.64	\$62,000.00
609-00000-37912	Beer On-Sale	\$15,389.25	\$95,869.83	\$152,000.00
609-00000-37920	Gambling & Game	\$7,380.67	\$44,063.28	\$50,000.00
609-00000-37813	Wine Off-Sale	\$3,211.70	\$16,124.99	\$45,000.00
609-00000-37812	Beer Off-Sale	\$49,755.58	\$189,737.74	\$490,000.00
609-00000-37811	Liquor Off-Sale	\$22,442.12	\$105,079.28	\$250,000.00
609-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
609-00000-36220	Rents / Lease Rev	\$1,575.00	\$9,500.00	\$22,800.00
609-00000-36210	Interest Earnings	\$0.00	\$0.00	\$0.00
609-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
609-00000-11501	Credit Card Receipt	-\$201.59	\$844.61	\$0.00
609-00000-37913	Wine On-Sale	\$235.15	\$1,323.47	\$400.00
609		\$109,036.90	\$528,569.07	\$1,182,200.00

Packet Report Expenses

Act Code	OBJECT Descr	Liquor		
		May 2024 Amt	2024 YTD Amt	2024 Budget
609-49770-603	Loan/Lease Payme	\$1,082.08	\$6,492.48	\$12,915.00
609-49770-381	Utility Services	\$2,097.31	\$10,404.69	\$25,000.00
609-49770-386	Cleaning	\$1,829.72	\$9,148.60	\$16,000.00
609-49770-401	Repair/Maint Buildi	\$0.00	\$1,600.00	\$1,000.00
609-49770-325	Publications Misc.	\$0.00	\$2,262.00	\$2,500.00
609-49770-420	Depreciation Expe	\$300.00	\$300.00	\$0.00
609-49770-430	Miscellaneous Exp	\$0.00	\$0.00	\$0.00
609-49770-361	Insurance Premiu	\$0.00	\$8,262.00	\$10,100.00
609-49770-434	Property Taxes	\$0.00	\$3,129.29	\$3,400.00
609-49770-435	NSF Check	\$0.00	-\$60.00	\$0.00
609-49770-442	Entertainment	\$1,300.00	\$6,260.00	\$9,200.00
609-49770-570	Office Equipment	\$0.00	\$0.00	\$0.00
609-49770-313	Card Processing F	\$1,674.91	\$8,632.80	\$12,000.00
609-49770-720	Operating Transfer	\$0.00	\$0.00	\$75,000.00
609-49770-437	Contractual Servic	\$566.97	\$2,270.49	\$0.00
609-49770-151	Workers Compens	\$0.00	\$921.53	\$4,700.00
609-49770-520	Capital Improve	\$0.00	\$29,444.31	\$0.00
609-49770-131	Health Insurance	\$2,813.06	\$13,045.68	\$50,000.00
609-49770-310	Permits and Fees	\$360.00	\$2,675.00	\$6,000.00
609-49770-101	Full-time Employee	\$10,973.35	\$40,621.97	\$129,000.00
609-49770-102	Full-time Employee	\$0.00	\$339.66	\$2,000.00
609-49770-103	Part-time Employee	\$8,961.75	\$35,006.77	\$33,300.00
609-49770-207	Training	\$0.00	\$0.00	\$0.00
609-49770-122	Social Security / M	\$1,505.17	\$5,712.22	\$12,500.00
609-49770-134	Disability / Life	\$114.20	\$571.00	\$0.00
609-49770-135	HSA Contributions	\$324.51	\$1,189.87	\$0.00
609-49770-190	Pension Expense	\$0.00	\$0.00	\$0.00
609-49770-215	Operating Supplies	\$3,492.23	\$11,648.47	\$20,000.00
609-49770-221	Repair/Maint Supp	\$470.00	\$7,324.58	\$3,500.00
609-49770-251	Purchase Liquor	\$24,422.28	\$96,211.45	\$215,000.00
609-49770-252	Purchase Beer	\$43,897.18	\$205,741.09	\$480,000.00
609-49770-259	Consumable Good	\$3,670.38	\$13,124.66	\$35,000.00
609-49770-301	Audit Fees	\$0.00	\$3,400.00	\$3,400.00
609-49770-121	PERA Contribution	\$1,097.53	\$4,063.13	\$12,300.00
609		\$110,952.63	\$529,743.74	\$1,173,815.00

**CITY OF LE CENTER
ORDINANCE NO. 2024-2**

AN ORDINANCE REPEALING ORDINANCE 2014-4 IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING: AN ORDINANCE GRANTING TO MIDCONTINENT COMMUNICATIONS, A SOUTH DAKOTA GENERAL PARTNERSHIP, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG AND ACROSS THE PRESENT AND FUTURE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF LE CENTER, MINNESOTA AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, POLES, LINES, CABLES, WIRES, MANHOLES, AND ALL OTHER FIXTURES AND EQUIPMENT NECESSARY FOR THE MAINTENANCE AND OPERATION IN THE CITY OF A CABLE TELEVISION SYSTEM, FOR THE PURPOSE OR TRANSMISSION AND DISTRIBUTION OF AUDIO, VISUAL, ELECTRONIC AND ELECTRICAL SIGNALS, AND OTHER ELECTRONIC IMPULSES IN ORDER TO FURNISH TELEVISION AND RADIO PROGRAMS AND VARIOUS OTHER COMMUNICATION SERVICES TO THE PUBLIC, FOR A PERIOD OF TEN (10) YEARS REGULATING THE SAME, AND PROVIDING FOR COMPENSATION TO THE CITY.

BE IT ORDAINED by the City Council of the City of Le Center (“Franchising Authority”) that the City of Le Center Ordinances be modified to read as follows,

SECTION I - TITLE

This Ordinance shall be known and may be cited as the "Midcontinent Cable Television Ordinance," and is sometimes referred to as the "franchise."

SECTION II - DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein, when not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural number, The word "shall" is always mandatory and not merely directory,

1. "Basic Cable Service" means the service tier which includes the retransmission of local television broadcast signals.
2. "City" is the City of Le Center, Minnesota.
3. "Council" or “City Council” is the City Council of the City of Le Center,

Minnesota.

4. "Cable Television System" or "Cable System" is a system utilizing certain electronic and other components which deliver to subscribing members of the public various video or communications services.
5. "Cable Television Reception Service" means the delivery by the Grantee to television receivers or any other suitable type of electronic terminal or receiver of the electronic signals and other communications services carried over said system including VDSL services.
6. "FCC" shall mean Federal Communications Commission.
7. "Person" is any person, firm, partnership, association, corporation or organization of any kind and any other legally recognized entity.
8. "Grantee" is Midcontinent Communications ("Midcontinent") or anyone who succeeds Midcontinent in accordance with the revisions of this Ordinance.
9. "Subscribers" are those persons to receive cable television reception services furnished under this ordinance by Grantee.

SECTION III - GRANT OF NON-EXCLUSIVE AUTHORITY

There is hereby granted by the City to the Grantee, and to its successors, assigns or designees, the non-exclusive right to erect, maintain and operate in, under, over, along, across and upon the present and future streets, lanes, avenues, sidewalks, alleys, bridges, highways, easements dedicated for compatible uses and other public places in the City of City of Le Center, Minnesota, and subsequent additions thereto; towers, poles, lines, cables, wires, manholes, and all other fixtures and equipment necessary for the maintenance and operation in the City of a cable television system, for the purpose of transmission and distribution of audio, visual, electronic and electric impulses in order to furnish television and radio programs and various other communications services to the public for a period of ten (10) years, commencing from and after the effective date of this Ordinance.

SECTION IV - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

The Grantee shall, during the term hereof, except in those areas which have been preempted by the Acts, Laws, and regulations of the Government of the United States, be subject to all lawful exercise of the regulating and police powers of the City.

SECTION V - TERRITORIAL AREA INVOLVED

1. This Ordinance relates to the present territorial limits of the City and to any area annexed thereto during the term of this Ordinance.

2. Grantee may, but shall not be required to, serve areas or individual homes adjoining, but outside the City limits and that may be served from its existing facilities. Grantee may negotiate directly with such customers the amount to be charged for the bringing of the service to the customer.
3. Services provided by the Grantee under this franchise shall be made available to all points within the Service Area during the term of this franchise under the following conditions:
 - a. Whenever the Grantee shall receive a request for service from at least 30 residences within 1,320 cable-bearing strand feet (one-quarter mile) of its trunk or distribution cable, it shall extend the Cable System to such Subscribers at no cost to said Subscribers for the extension, other than the usual connection fees for all Subscribers, provided that such Cable System extension is technically feasible and provided such an extension will not adversely affect the operation, financial condition, or market development of the Cable System or as provided for under subsection B, below.
 - b. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as Subscriber's request to locate his cable drop underground in an area where other installations is done in an aerial manner or a distance of greater than 200 feet from the distribution cable to the connection of service to Subscriber, or a density of less than 30 residences per 1,320 cable-bearing strand feet (one-quarter mile) of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of materials, labor, and access to easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in an area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals 30 residences.
 - c. Subscribers who request service hereunder may bear the remainder of the construction and other cost on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction to be borne by such potential Subscribers be paid in advance.

SECTION VI - TECHNICAL STANDARDS

Grantee shall be governed by technical standards established by the FCC.

SECTION VII - OPERATION AND MAINTENANCE OF SYSTEM

1. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest possible time. Such interruption, insofar as possible, shall be preceded by notice and shall occur during minimal use of the system.
2. All service requests and complaints should generally be responded to within twenty-four (24) hours of receipt.

SECTION VIII - SAFETY REQUIREMENTS

The Grantee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries, or nuisances to the public.

SECTION IX - BUILD-OUT - NEW DEVELOPMENTS

The City shall agree to amend this franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity to more effectively, efficiently, or economically serve its customers. Provided, however, that this section shall not be construed to require the City to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

With regards to buildouts for new developments:

- (a) Subject to the line extension provisions of SECTION V, Grantee shall extend cable service to all areas of the City with a density of 30 homes per mile at no cost for cable system extension other than the standard installation fees charged to all subscribers, and in accordance with its franchise and consistent with the rules and guidelines of the FCC.
- (b) In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give all Grantees at least 14 days' written notice to Grantees of the construction or development, and of the particular date on which open trenching will be available for Grantee's installation of conduit and/or cable. A Grantee shall provide specifications as needed for trenching.
- (c) Should the Grantee determine that line extension is economically unfeasible, the Grantee and the developer agree to negotiate in good faith toward an equitable agreement. If the Grantee and the developer arrive at impasse, disputes over the extension shall be mediated by the City Council 30 days after receipt of written request by either party.

SECTION X - LIMITATIONS ON RIGHTS GRANTED

1. All transmission and distribution structures, lines, and equipment erected by the Grantee within the City shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and said poles or towers shall be removed by Grantee whenever the City reasonably finds that the same restricts or obstructs the operation or location of any future streets or public places in the City Le Center, Minnesota.
2. All transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons, or to interfere with any installations of the City or of a public utility serving the City, or to interfere with new improvements the City may deem proper to make.
3. In the maintenance and operation of their television transmission and distribution system in the streets, alleys, and other public places, and in the course of any new construction or addition to their facilities, Grantee shall proceed so as to cause the least possible inconvenience to the general public: any opening or obstruction in the streets or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding's, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning indicators.
4. All work in any way necessitated by the business of Grantee which may involve the opening, breaking up or tearing up of a portion of a street, sidewalk, or other part of any City-owned or City-controlled property shall at the option of the City be done by the City at the expense of Grantee. In the event the City does not exercise its option, in case of disturbance of any street, sidewalk, alley, public way, or paved area, the Grantee shall at its own expense and in a manner approved by the City, replace and restore such street, sidewalk, alley, public walk, or paved area in as good as condition as before the work involving such disturbance was done. Grantee shall not be required to pay a fee for street openings.
5. If at any time during the period of this Ordinance the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
6. All installations of equipment shall be in accordance with good engineering practices, and of sufficient height to comply with all existing City regulations, ordinances and state laws so as not to interfere in any manner with the right of the public or individual property owner, and any equipment in a public way or

public place shall not interfere with the usual travel on such public way or usual use of such public place by the public and, during the construction, repair or removal thereof, shall not unduly obstruct or impede traffic.

7. The Grantee shall, on the request of any person holding a building moving permit issued by the City or any person who wishes to remove trees or structures from their property, temporarily raise or lower its wires to permit the moving of buildings or tree removal. The expense of such temporary or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than fourteen (14) days advance notice to arrange for such temporary wire changes.
8. The Grantee shall have the authority to trim trees that are overhanging the streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee, provided that Grantee has been first notified to perform such trimming and has unreasonably refused to do so. Trimming shall be done in accordance with any city requirements regarding such trimming.
9. In all sections of the City where the City designates an area where all presently above ground services are to be placed underground, the Grantee shall place its wires underground on the same time schedule on the same conditions that are applicable to the providers of other above ground services in the designated areas.
10. The Grantee shall not allow its cable or other operations to interfere with television receptions of persons not served by the Grantee.
11. Grantee shall, at its expense, protect, support, temporarily disconnect, relocate on the same street, alley or public place, or remove from the street, alley or public place, any property of Grantee when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of the street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other types of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity, or other structure of public improvement; provided, however, that Grantee shall in all cases have the privilege to abandon any property of Grantee in place as hereinafter provided.
12. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with

the requirements of this Ordinance, or the rights granted hereunder have been terminated, canceled or have expired, Grantee shall, subject to the rights of the City to acquire or transfer the system as specified in Section XIV promptly remove all above ground facilities, wires, etc. from the streets and public places other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the street or other area from which said property has been removed to a condition satisfactory to the City.

13. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

SECTION XI- OWNERSHIP AND REMOVAL OF FACILITIES

Except as otherwise agreed in writing at the time of installation, all cable and passive equipment for cable television reception service installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment. Grantee shall have the right, at any time, to disclaim any further ownership rights to the interior wiring and the subscriber. Once such a notice is given, the interior wiring and any equipment or fitting specified in the notice shall become the property of the subscriber without any payment obligations on the part of the subscriber. Provided, however, the Grantee shall have the right, when it is providing service to the premises, to use said interior wiring and specified equipment without charge.

SECTION XII - ASSIGNMENT OF ORDINANCE

The Grantee shall not assign rights obtained under this Ordinance to another person without prior approval of the City Council, which approval shall not be unreasonably withheld. This provision shall not apply to assignment of rights to a parent, subsidiary, or affiliate of the Grantee.

SECTION XIII - DURATION AND RENEWAL OF ORDINANCE

The rights granted to the Grantee herein shall, except as provided in this Section, terminate ten (10) years from the effective date of this Ordinance which Ordinance shall be subject to renewal pursuant to the provisions of the Cable Communications Policy Act of 1984, as amended, applicable to new ordinances that are in the nature of a franchise. Pending final completion of renewal proceedings, the Ordinance shall remain in effect even if the original ten (10) year term has expired.

If this Ordinance is not renewed, or if it is revoked for cause by the City, the transfer of Grantee's system shall be governed by Section 627 of the Cable Communications Policy Act of 1984, as amended.

SECTION XIV - ERECTION, REMOVAL AND COMMON USE OF POLES

1. There is hereby granted to the extent that the City is authorized to so do, the right and authority to Grantee to lease, rent, or in any other manner obtain the use of towers, poles, lines, cables, and other equipment and facilities from the City and all other holders of public licenses and franchises within the corporate limits of the City, to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances and regulations of the City.

It is the stated intention of the City that all other holders of public licenses and franchises within the corporate limits of the City shall cooperate with Grantee to allow Grantee's joint usage of their poles and pole-line facilities whenever possible or wherever such usage does not interfere with the normal operation of said poles and pole-lines so that a number of new or additional poles constructed by Grantee within the City may be minimized. The annual rental for the use of City poles shall be set by the Council by resolution and separate agreement.

2. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the City with regard to location, height, type or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Council or its designated representative determines that the public convenience would be enhanced thereby.
3. Grantee shall grant to the City, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to Grantee, insofar as it may be done without interfering with the free use and enjoyment of Grantee's own wires and fixtures, and the City shall hold Grantee harmless from any and all actions, causes of actions and damages caused by the placing of the City's wires or appurtenances upon the poles of the Grantee. Proper regard shall be given to all existing safety rules covering construction and maintenance in effect at the time of construction. If, in accommodating the City's joint use of their poles, Grantee is required to change or replace poles or install new poles, the City shall compensate for such additional expense.
4. Where a public utility serving the City desired to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the Council may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Council determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

SECTION XV -RATES

1. Grantee shall at all times maintain a publicly accessible website with schedules

setting forth rates and charges to be made to subscribers for basic cable service, including installation charges.

2. During the term hereof, and if required by the FCC, Grantee shall comply with the rate regulations of the Federal Communications Commission.
3. The monthly rate set forth in the schedule filed pursuant to subsection 1 above shall be payable in advance.
4. The Grantee shall not discriminate in rates between customers of the same category except to the extent permitted by the Cable Communications Policy Act of 1984, as amended, if applicable and Federal Communications Commission regulations.

SECTION XVI - PAYMENT TO THE CITY

- (a) Grantee will pay Franchising Authority a monthly franchise fee in the amount of five (5%) percent of Grantee's Gross Revenues.
- (b) The franchise fee shall be payable monthly, together with a brief report showing the basis for the computation.
- (c) The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by Grantee is due.

"Gross Receipts" shall consist of those revenues derived from the monthly service charges paid by the subscribers for basic cable service. Gross receipts shall not include revenues received as installation charges, and fees for reconnections, inspections, repairs or modifications of any installation, all state and federal taxes relating thereto, and pay services.

Notwithstanding the annual gross receipts fee or tax payable hereunder, if the Grantee is legally obligated to collect or pay any sales tax or other taxes, the Grantee shall have the right to charge the subscribers an additional amount equal to such tax.

SECTION XVIII - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

If requested, the Grantee shall allocate one channel to the City as a public, educational, or governmental access channel. Until such time as the city files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

SECTION XIX - EMERGENCY USE OF FACILITIES

In the case of any emergency or disaster, the Grantee shall, upon request of the Council, make available its facilities to the City for emergency use during the emergency or disaster.

SECTION XX - MISCELLANEOUS

Grantee's legal, financial, technical, and other qualifications, and the adequacy and feasibility of its construction arrangements, if any, have been approved by the Council after consideration in a full public proceeding affording due process to all interested parties.

SECTION XXI - MODIFICATION OF OBLIGATIONS

In addition to any other remedies provided by law or regulation, Grantee's obligations under this Ordinance may be modified, at its request, in accordance with Section 625 of Cable Communications

Policy Act of 1984 as it now exists, or as hereafter amended, replaced, or superseded by other Act of Congress.

SECTION XXII - LIABILITY AND INDEMNIFICATION

Grantee shall, at all times, keep in effect the following types of insurance coverage:

1. Worker's Compensation upon its employees engaged in any maimer in the installation or servicing of its plant and equipment within the City.
2. Property Damage Liability insurance to the extent of one million dollars (\$1,000,000) as to each occurrence and five million dollars (\$5,000,000) aggregate, and personal injury liability insurance to the extent of one million dollars (\$1,000,000) as to each occurrence and five million dollars (\$5,000,000) aggregate.
3. The Grantee agrees to indemnify, save, and hold harmless, and defend the City, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death}, which arise out of the Grantee's construction, operation, or maintenance of its cable system, including, but not limited to, reasonable attorney's fees and costs.

These damages or penalties shall include, but shall not be limited to, damages arising out of copyright, infringements, and all other damages arising out of the installation, operation, or maintenance of the cable television system authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this ordinance.

SECTION XXIII – SEVERABILITY

If any Section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for

any reason, held invalid or unconstitutional by any court of competent jurisdiction, or is superseded or preempted by FCC regulation, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Dated this 11th day of June, 2024.

CITY OF LE CENTER, MINNESOTA

BY: _____

Name: Christian Harmeyer

Title: Mayor

ATTEST:

BY: _____

Dan Evans, City Administrator

(SEAL)

MIDCONTINENT COMMUNICATIONS

By: _____

Its: _____

Midcontinent Communications Investor, LLC

Managing Partner of Midcontinent Communications

Date: _____

Summary Publication for Ordinance No. 2024-2

The Le Center City Council met on June 11, 2024 at its regularly scheduled meeting and held a public hearing concerning Ordinance No. 2024-2 an Ordinance repealing Ordinance 2014-4 in its entirety and replacing it with the following: an ordinance granting to midcontinent communications, a South Dakota general partnership, the non-exclusive right to erect, maintain and operate in, under, over, along and across the present and future streets, lanes, avenues, sidewalks, alleys, bridges, highways, easements dedicated for compatible uses and other public places in the city of Le Center, Minnesota and the subsequent additions thereto, towers, poles, lines, cables, wires, manholes, and all other fixtures and equipment necessary for the maintenance and operation in the city of a cable television system, for the purpose or transmission and distribution of audio, visual, electronic and electrical signals, and other electronic impulses in order to furnish television and radio programs and various other communication services to the public, for a period of ten (10) years regulating the same, and providing for compensation to the city.

This is a Summary of Ordinance No. 2024-2. To obtain a full copy of the amended ordinance, please contact Dan Evans, City Administrator at (507) 357-4450. A copy can also be picked up at City Hall located at 10 West Tyrone Street, Le Center, MN 56057. The ordinance is effective upon this Summary Publication.

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

**A RESOLUTION ADOPTING A WAGE COMPENSATION PAY SCALE FOR NON-
UNION EMPLOYEES**

WHEREAS, the City of Le Center recognizes the importance of fair compensation practices for all employees, and

WHEREAS, the Minnesota Valley Council of Government preformed an in-depth market rate analysis for wage compensation, and

WHEREAS, establishing a structured wage compensation pay scale for non-union employees ensures consistency, transparency, and fairness in remuneration practices, and

WHEREAS, it is incumbent upon the City of Le Center to attract and retain skilled and dedicated personnel to efficiently deliver essential services to the community.

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

1. The City hereby adopts a wage compensation pay scale for non-union employees, effective July 1, 2024, as outlined in the attached document (Exhibit A).
2. The pay scale shall be designed to reflect market rates, taking into account factors such as job responsibilities, qualifications, experience, and internal equity.

Adopted by the City Council of Le Center, Minnesota this 11th day of June 2024.

Christian Harmeyer, Mayor

Attest:

Dan Evans, City Administrator



Proposal for: Professional Assessment & Recommendations

*Le Center Outdoor City Pool
Le Center, MN*

April 30, 2024

City of Le Center, MN
10 Tyrone Street West
Le Center, MN 56057

Attn: Christian Harmeyer, Mayor
507 357 4450

Preamble

USAquatics, Inc. is pleased to have the opportunity to present this proposal to you for aquatic engineering and design. We understand that the scope of work may change in the performance of the work under this proposal. Significant changes to the scope of work will be accompanied by fee change proposals.

City of Le Center, MN(Client) wishes to enter into an agreement with USAquatics for Professional Assessment & Recommendations. The Client and USAquatics agree to the following:

DEFINITIONS

Aquatic/s – For the purposes of this document, “Aquatic/s” shall refer to any pool, spa, feature, etc. within the scope of specialty construction Division 13 as may be further defined below.

A/adjacencies – Shall refer to areas, spaces, mechanical systems, and other design elements that will or may require special consideration related to the presence of Aquatic elements.

GENERAL PROJECT DESCRIPTION

Facility – Le Center Outdoor City Pool – Existing outdoor city pool

Jurisdiction – Le Center, MN, Le Sueur County, Minnesota State Health Department

Fee – \$8,000 fixed fee including one site visit.

Work – Assessment, recommendations, and probable cost estimates for the renovation/restoration/ or replacement of the existing outdoor city pool. Review is to include;

- Conditions assessment,
- Code assessment (aquatic and aquatic ADA),
- Renovation/restoration/ or replacement recommendations,
- Probable cost estimate,

For;

- Pool shell and pool mechanical equipment,
- Deck and enclosure related to aquatics,
- Building related to aquatics.
- Bathhouse
- Filter/mechanical room

PART 1 - Scope of Work

1.01 Assessment and Study

- A. Site visit and aquatics inspection:
 - 1. Aquatics vessels, finishes, accessories, and general aquatics conditional assessment
 - 2. Aquatics equipment, recirculation system, sanitation, filtration, and mechanical systems
 - 3. Code, regulatory, health and safety assessment
 - 4. Professional assessment of pool enclosure, environments, adjacencies, systems, etc. related to aquatics
- B. Documentation and narrative reporting of findings and recommendations
 - 1. Existing conditions narrative assessment
 - 2. Aquatic concerns, issues, shortcomings, etc. listing with narrative comments
 - 3. Professional recommendations for corrections, upgrades, renovations, replacement, etc.
 - a. Non-aquatic elements
 - 4. Probable cost estimations

PART 2 - Deliverables

2.01 Assessment and Study

- A. Site inspection
- B. Assessment report
- C. Recommendations with probable cost estimates

PART 3 - Work Not Included

3.01 The following is not included:

- A. Renderings and/or graphics
- B. Civil, utilities, site, venting, architectural design, electrical, mechanical, and/or plumbing
- C. Non-aquatic structural design
- D. Construction, procurement, equipment/material supply and/or installation
- E. Specialty testing
- F. Fixtures, furniture, and equipment
- G. Decks and deck drainage systems
- H. Additional fees required by the City or additional authorities, state review fees
- I. In-person meetings and/or construction site visits/trips

PART 4 - Client Responsibilities

4.01 Background information

- A. All work performed by USAquatics is dependent on accurate and timely background and project information including but not limited to;
 - 1. Existing conditions
 - 2. Plans and/or drawings
 - 3. Site conditions
 - 4. Background information

PART 5 - Fee

5.01 Base Fee

- A. The above scope is to be completed and billed as a fixed fee including expenses except as indicated in Scope above.
- B. Additional services for change in scope to be negotiated as needed.
- C. Additional charges:

a. Additional site visits (includes travel expenses) \$800.00

5.02 Reimbursable Expenses

- A. Travel and other expenses are to be reimbursed per the attached schedule unless otherwise indicated above.
 - 1. Note that exempt entities shall be charged at-cost without markups indicated in attached schedule.

PART 6 - Payment Terms

6.01 Progress payments

- A. Monthly progress payments are to be made for progress estimated through the end of each month of service.
- B. Billing is to be by percentage of progress/completion. Detailed invoice breakdowns are not provided.
- C. Expenses, outside of stated travel charges, are to be detailed in all invoices.

6.02 Terms

- A. Payments are due within 30 days of receipt of invoices after which interest shall accrue at 1.5% per month.

PART 7 - Miscellaneous

7.01 General terms

- A. Probable Cost Estimations
 - 1. USAquatics relies on relevant and timely information from vendors and contractors and cannot be held responsible where cost information is not available. Where cost information is not available, USAquatics will provide rough-order-of-magnitude probable cost estimations with broad contingency allowances.

7.02 Contract terms

- A. Upon acceptance, this proposal shall be accompanied by and attached to a contract including terms and general conditions that shall apply to this work.

PART 8 - Attachments

8.01 The following documents are attached and incorporated by reference:

- A. Current Schedule of fees
- B. General Conditions

PART 9 - Acknowledgement

9.01 Proposal acceptance and authorization to begin work

Client	Thomas R Schaffer
City of Le Center, MN	USAquatics, Inc.
X _____	X <i>Thomas R Schaffer</i> _____
Signature	Signature
_____	April 30, 2024
Date	Date





Schedule of Fees and Values

Personnel Charges

Time for the required performance of the Scope of Work, other than as included in contract, will be charged the Unit Price Hourly Rates stated below:

Labor Classification	Hourly Rate
• Administrative	\$ 105.00
• Technician or design detailing	185.00
• Consulting Professional, Senior Associate, Architect or Engineer	225.00

Charges for contract personnel under USAquatics supervision and using USAquatics facilities will be made per the hourly rate corresponding to their classification.

Media

- Per current costs plus handling and administrative charge of 15%

Travel

- Mileage for personal or company vehicles used on project assignments will be \$.655 per mile (or current Federal rate).
- Airfare, hotel and car rental will be subject to handling and administrative charge of 10%.
- All other reimbursable costs will be subject to handling and administrative charge of 5%.

Plan review fees

- The fees for plan review and approval by state, local or internal jurisdictions will be paid by the project owner for the exact amount as stipulated by the governing rules, regulations, or policies.
- Where USAquatics is asked to pay fees on behalf of the Owner/Client, these costs shall be subject to an administrative charge of 5%.

Payment and Interest Charges

- Fixed fee contracts are invoiced as a percentage of project completion estimated to the end of the current billing period.
- USAquatics shall submit progress invoices to Client showing the services performed during the invoice period and the charges for those services.
- Finance charges: 1.5% per month for late payments

USAquatics, Inc.
Owner/Consultant Agreement
General Conditions

From time to time Client intends to engage USAquatics, Inc. (hereafter "Consultant") to provide professional services. These General Conditions set forth the terms and conditions which shall govern the relationships and performance of Client and Consultant, if and only if one or more Task Orders (which may be made in the form of a Proposal for Services) are agreed to. Each engagement will be documented by a Task Order and/or detailed proposal. For ease of reference "Task Order" is used to define Proposal, detailed proposal or other document that sets forth the agreed upon Scope of Services and fees.

ARTICLE 1 - SERVICES OF CONSULTANT

1.1 General

A The services to be provided by Consultant and/or any subconsultant retained by Consultant (hereafter collectively referred to as "Consultant") will include such of the Basic and Additional Services set forth in one or more Task Orders as authorized by Client. Services for each Specific Project will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided with associated costs.

B Consultant shall not be obligated to perform any prospective Task Order unless and until Client and Consultant agree as to the particulars of the Specific Project, Consultant's services, Consultant's compensation, and all other appropriate matters.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.1 General

A Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

B Provide Consultant with the findings and reports relating to the project.

C Provide Consultant with accurate data with which the Consultant may reliably perform the work agreed to including, but not limited to, site survey information, environmental conditions, utility locations and other pertinent information.

ARTICLE 3 - TERM; TIMES FOR RENDERING SERVICES; SUSPENSION

3.1 Term

A This Agreement shall be effective and applicable to Task Orders issued hereunder.

B This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.

3.2 Times for Rendering Services

A The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

3.3 Suspension

A If Client fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Task Order, or if Consultant's services are delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under the Task Order. Consultant shall not be responsible or liable for any costs or expenses or resulting damages from suspension of services.

ARTICLE 4 - PAYMENTS TO CONSULTANT

4.1 Payment for Services and Reimbursable Expenses of Consultant.

A Client shall pay Consultant as set forth herein and in each Task Order.

4.2 Other Payment Provisions.

A *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under any Task Order issued under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant shall not be responsible or liable for any costs or expenses or resulting damages from suspension of services.

B *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

C *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for

Consultant's services shall be continued based on the Standard Hourly Rates Method of Payment.

ARTICLE 5 - OPINIONS OF COST

5.1 Opinions of Probable Construction Cost

A Consultant's opinions of probable Construction Cost (if any) are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. Consultant assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Standards and Parameters of Performance

A The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain within its services for that Specific Project.

C If Consultant provides services during the Construction Phase of a Specific Project, Consultant shall not supervise, direct, or have control over a Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work. Deficiencies are to be documented and communicated in a timely manner.

6.2 Design without Construction Phase Services

A It is understood and agreed that if Consultant's Basic Services under a Task Order do not include project observation, or review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by Client or others, then Client assumes all responsibility for interpretation of the Contract Documents and for

construction observation or review and waives any claims against the Consultant that may be in any way connected thereto. In such a case, Consultant's Basic Services under the applicable Task Order will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

6.3 Use of Documents

A All Documents are instruments of service. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of Consultant) whether or not a Specific Project is completed.

B Client may make and retain copies of Documents for information and reference in connection with use on a Specific Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant. Client shall indemnify and hold harmless Consultant and Consultant's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

6.4 Termination

A The obligation to provide further services under this Agreement or any Task Order may be terminated:

1 For cause,

a By either party upon 15 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order hereunder through no fault of the terminating party.

(1) Consultant shall have no liability to Client on account of such termination.

b Notwithstanding the foregoing, neither this Agreement nor any Task Order will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

2 For convenience,

a By Client effective upon the receipt of notice by Consultant.

(1) Consultant shall be entitled to full payment for all services rendered up to, and including, the date of notification.

6.5 Controlling Law

A This Agreement is to be governed by the law of the state in which the principal office of the Client is

located, unless the law of the state where the Work is being performed requires that the law of that state be applied.

6.6 Successors, Assigns, and Beneficiaries

A Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.7 Dispute Resolution

A Client and Consultant agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice prior to exercising their rights according to this Agreement, or under law.

B Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to binding arbitration.

6.8 Allocation of Risks

A Indemnification

1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages, but only to the extent caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

2 To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages, but only to the extent caused by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement.

6.9 Consultant's Liability Limit

A To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents and Consultant's Consultants, and any of them, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project from any cause or causes shall not exceed the total compensation received by Consultant for the Task Order or the limits of Consultant's insurance, whichever is greater. Consultant will provide proof of insurance upon request.

B Consultant will maintain and keep in force for the duration of this agreement and the warranty period set forth herein a professional liability insurance policy with minimum limits of \$1,000,000 per occurrence and a \$1,000,000 aggregate. The proof of insurance will be provided to the Client and a copy of the certificate of insurance will be provided to the Client each time it is renewed. In the event the policy is not maintained as agreed, the limitations of liability set forth in paragraph 6.9.A will not apply. Consultant will also give the Client a minimum of thirty (30) days notice prior to cancelling or altering any liability insurance policy providing coverage on this project.

C *Agreement Not to Claim for Cost of Certain Change Orders.* Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Consultant or in the other professional services performed or furnished by Consultant under this Agreement. Accordingly, Client agrees not to sue and otherwise to make no claim directly or indirectly against Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Change Orders, especially where first-time-costs or unjust enrichment may apply. Client agrees to hold Consultant harmless from and against any suit or claim made by the Contractor relating to any such Change Order.

6.10 Other liability limitations

A *Shop Drawing Review.* Consultant may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. Consultant's review and/or approval shall not constitute

approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Consultant's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations.

B Pay application Review. Any review or certification of any pay applications, or certificates of completion shall be based upon Consultant's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of Consultant's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that Consultant has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by Client.

6.11 Applicability of Master Agreement to Task Orders

A The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.12 Survival

A All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement; Effective Date of which is as signed.

X		X	
Consultant:	USAquatics, Inc.	Client:	
By:		By:	
Title:		Title:	
Date Signed:		Date Signed:	
Address for giving notices:		Address for giving notices:	
PO Box 86; 5603 US-12 #2			
Delano, MN 55328			
Designated Representative:		Designated Representative:	
Name:		Name:	
Title:		Title:	
Phone Number:	763-972-5897	Phone Number:	
E-Mail Address:		E-Mail Address:	

****Please fill all yellow boxes completely****

Non-Binding Budgetary Estimate

*Squad
Camera*

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Q-553430-45342.680CS

Issued: 02/20/2024

Quote Expiration: 03/15/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 475669
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Le Center Police Dept. - MN 10 W Tyrone St Le Center, MN 56057-1226 USA	Le Center Police Dept. - MN 10 W Tyrone St Le Center MN 56057-1226 USA Email:	Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Alex Klobe Phone: Email: alex.klobe@cityoficecenter.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$33,548.40
ESTIMATED TOTAL W/ TAX	\$33,548.40

Discount Summary

Average Savings Per Year	\$1,357.44
TOTAL SAVINGS	\$6,787.20

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$6,193.95	\$0.00	\$6,193.95
May 2025	\$6,441.70	\$0.00	\$6,441.70
May 2026	\$6,699.37	\$0.00	\$6,699.37
May 2027	\$6,967.34	\$0.00	\$6,967.34
May 2028	\$7,246.04	\$0.00	\$7,246.04
Total	\$33,548.40	\$0.00	\$33,548.40

Quote Unbundled Price: \$40,335.60
 Quote List Price: \$33,548.40
 Quote Subtotal: \$33,548.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	2	60	\$311.13	\$254.57	\$254.57	\$30,548.40	\$0.00	\$30,548.40
A la Carte Services									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$33,548.40	\$0.00	\$33,548.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NFS+5YR NETCLOUD	2	05/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	2	05/01/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	2	05/01/2024
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	2	05/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	05/01/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2	05/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	06/01/2024	05/31/2029
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	06/01/2024	05/31/2029
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	2	06/01/2024	05/31/2029
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	2
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	05/01/2025	05/31/2029
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	05/01/2025	05/31/2029

Payment Details

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$553.88	\$0.00	\$553.88
Year 1	Fleet3A	Fleet 3 Advanced	2	\$5,640.07	\$0.00	\$5,640.07
Total				\$6,193.95	\$0.00	\$6,193.95

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$576.04	\$0.00	\$576.04
Year 2	Fleet3A	Fleet 3 Advanced	2	\$5,865.66	\$0.00	\$5,865.66
Total				\$6,441.70	\$0.00	\$6,441.70

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$599.08	\$0.00	\$599.08
Year 3	Fleet3A	Fleet 3 Advanced	2	\$6,100.29	\$0.00	\$6,100.29
Total				\$6,699.37	\$0.00	\$6,699.37

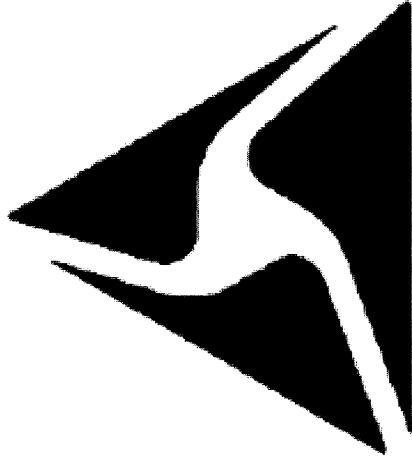
May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$623.04	\$0.00	\$623.04
Year 4	Fleet3A	Fleet 3 Advanced	2	\$6,344.30	\$0.00	\$6,344.30
Total				\$6,967.34	\$0.00	\$6,967.34

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$647.96	\$0.00	\$647.96
Year 5	Fleet3A	Fleet 3 Advanced	2	\$6,598.08	\$0.00	\$6,598.08
Total				\$7,246.04	\$0.00	\$7,246.04

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



Non-Binding Budgetary Estimate

Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737



Taser
Body Cameras

Q-548151-45432.649CS

Issued: 05/20/2024

Quote Expiration: 06/15/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 475669

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Le Center Police Dept. - MN 10 W Tyrone St Le Center, MN 56057-1226 USA	Le Center Police Dept. - MN 10 W Tyrone St Le Center MN 56057-1226 USA Email:	Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Alex Klobe Phone: 612-807-2956 Email: alex.klobe@cityoflecenter.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$102,319.50
ESTIMATED TOTAL W/ TAX	\$104,428.35

Discount Summary

Average Savings Per Year	\$4,811.28
TOTAL SAVINGS	\$24,056.40

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$18,890.96	\$389.35	\$19,280.31
Oct 2025	\$19,646.59	\$404.93	\$20,051.52
Oct 2026	\$20,432.46	\$421.11	\$20,853.57
Oct 2027	\$21,249.75	\$437.97	\$21,687.72
Oct 2028	\$22,099.74	\$455.49	\$22,555.23
Total	\$102,319.50	\$2,108.85	\$104,428.35

Quote Unbundled Price: \$126,375.90
 Quote List Price: \$104,424.30
 Quote Subtotal: \$102,319.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	4	60	\$36.40	\$28.17	\$28.17	\$6,760.80	\$295.86	\$7,056.66
M00010	BUNDLE - OFFICER SAFETY PLAN 10	6	60	\$272.14	\$216.65	\$210.85	\$75,906.00	\$1,812.99	\$77,718.99
A la Carte Hardware									
74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6			\$31.30	\$31.30	\$187.80	\$0.00	\$187.80
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	4			\$83.20	\$83.20	\$332.80	\$0.00	\$332.80
H00001	AB4 Camera Bundle	6			\$849.00	\$849.00	\$5,094.00	\$0.00	\$5,094.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
A la Carte Software									
ProLicense	Pro License Bundle	4	60		\$43.33	\$43.33	\$10,399.20	\$0.00	\$10,399.20
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total							\$102,319.50	\$2,108.85	\$104,428.35

Non-binding budgetary estimate

Firearms and Ammunition Excise Tax

SKU	Description	Taxable Amount	FAET Rate	FAET Amount
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	\$1,157.80	0.11	\$127.36
100399	TASER 10 LIVE CARTRIDGE	\$680.80	0.11	\$74.89
100399	TASER 10 LIVE CARTRIDGE	\$340.40	0.11	\$37.45
100399	TASER 10 LIVE CARTRIDGE	\$170.20	0.11	\$18.72
100399	TASER 10 LIVE CARTRIDGE	\$170.20	0.11	\$18.72
100399	TASER 10 LIVE CARTRIDGE	\$170.20	0.11	\$18.72
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	\$10,986.18	0.1	\$1,098.62
20018	AXON TASER - BATTERY PACK - TACTICAL	\$525.42	0.1	\$52.54
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	\$764.28	0.1	\$76.43
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	\$1,819.86	0.11	\$200.19
100399	TASER 10 LIVE CARTRIDGE	\$2,101.20	0.11	\$231.13
100399	TASER 10 LIVE CARTRIDGE	\$350.20	0.11	\$38.52
100399	TASER 10 LIVE CARTRIDGE	\$350.20	0.11	\$38.52
100399	TASER 10 LIVE CARTRIDGE	\$350.20	0.11	\$38.52
100399	TASER 10 LIVE CARTRIDGE	\$350.20	0.11	\$38.52
	Total			\$2,108.85

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	6	1	10/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	7	1	10/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	7	1	10/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	1	1	10/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	2	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	6	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	6	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	120	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	60	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	6	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	6	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	12	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2024

Non-binding Budgetary Estimate

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	TASER 10 LIVE CARTRIDGE	40	1	10/01/2024
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	10/01/2024
A la Carte	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	4	1	10/01/2024
A la Carte	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	20	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	TASER 10 LIVE CARTRIDGE	20	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	20	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	TASER 10 LIVE CARTRIDGE	10	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	20	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	TASER 10 LIVE CARTRIDGE	10	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	20	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	TASER 10 LIVE CARTRIDGE	10	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	10/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	6	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	6	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	6	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	6	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	11/01/2024	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	4	11/01/2024	10/31/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	4	11/01/2024	10/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	11/01/2024	10/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	11/01/2024	10/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	6
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Non-binding Budgetary Estimate

Services

Bundle	Item	Description	QTY	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	4	10/31/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1	10/31/2029
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1	10/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	6	10/01/2025	10/31/2029
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	10/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	10 W Tyrone St	Le Center	MN	56057-1226	USA
2	10 W Tyrone St	Le Center	MN	56057-1226	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	4	\$61.44	\$0.00	\$61.44
Year 1	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	\$34.67	\$0.00	\$34.67
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$369.25	\$0.00	\$369.25
Year 1	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	4	\$1,248.21	\$54.63	\$1,302.84
Year 1	H00001	AB4 Camera Bundle	6	\$940.49	\$0.00	\$940.49
Year 1	H00002	AB4 Multi Bay Dock Bundle	1	\$302.59	\$0.00	\$302.59
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	6	\$14,014.34	\$334.72	\$14,349.06
Year 1	ProLicense	Pro License Bundle	4	\$1,919.97	\$0.00	\$1,919.97
Total				\$18,890.96	\$389.35	\$19,280.31

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	6	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	4	\$63.90	\$0.00	\$63.90
Year 2	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	\$36.06	\$0.00	\$36.06
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$384.02	\$0.00	\$384.02
Year 2	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	4	\$1,298.14	\$56.79	\$1,354.93
Year 2	H00001	AB4 Camera Bundle	6	\$978.11	\$0.00	\$978.11
Year 2	H00002	AB4 Multi Bay Dock Bundle	1	\$314.69	\$0.00	\$314.69
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	6	\$14,574.90	\$348.14	\$14,923.04
Year 2	ProLicense	Pro License Bundle	4	\$1,996.77	\$0.00	\$1,996.77
Total				\$19,646.59	\$404.93	\$20,051.52

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	4	\$66.46	\$0.00	\$66.46
Year 3	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	\$37.50	\$0.00	\$37.50
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$399.39	\$0.00	\$399.39
Year 3	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	4	\$1,350.08	\$59.08	\$1,409.16
Year 3	H00001	AB4 Camera Bundle	6	\$1,017.23	\$0.00	\$1,017.23
Year 3	H00002	AB4 Multi Bay Dock Bundle	1	\$327.28	\$0.00	\$327.28
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	6	\$15,157.88	\$362.03	\$15,519.91

Non-Binding Budgetary Estimate

Oct 2026		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan	ProLicense		Pro License Bundle	4	\$2,076.64	\$0.00	\$2,076.64
Total					\$20,432.46	\$421.11	\$20,853.57

Oct 2027		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan							
Year 4	100611		AXON TASER 10 - SAFARILAND HOLSTER - RH	4	\$69.12	\$0.00	\$69.12
Year 4	74028		AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	\$39.00	\$0.00	\$39.00
Year 4	80146		AXON BODY - PSO - VIRTUAL STARTER	1	\$415.36	\$0.00	\$415.36
Year 4	C00013		BUNDLE - TASER 10 CERTIFICATION ADD-ON	4	\$1,404.07	\$61.45	\$1,465.52
Year 4	H00001		AB4 Camera Bundle	6	\$1,057.92	\$0.00	\$1,057.92
Year 4	H00002		AB4 Multi Bay Dock Bundle	1	\$340.37	\$0.00	\$340.37
Year 4	M00010		BUNDLE - OFFICER SAFETY PLAN 10	6	\$15,764.20	\$376.52	\$16,140.72
Year 4	ProLicense		Pro License Bundle	4	\$2,159.71	\$0.00	\$2,159.71
Total					\$21,249.75	\$437.97	\$21,687.72

Oct 2028		Item	Description	Qty	Subtotal	Tax	Total
Invoice Plan							
Year 5	100611		AXON TASER 10 - SAFARILAND HOLSTER - RH	4	\$71.88	\$0.00	\$71.88
Year 5	74028		AXON BODY - MOUNT - WING CLIP RAPIDLOCK	6	\$40.56	\$0.00	\$40.56
Year 5	80146		AXON BODY - PSO - VIRTUAL STARTER	1	\$431.98	\$0.00	\$431.98
Year 5	C00013		BUNDLE - TASER 10 CERTIFICATION ADD-ON	4	\$1,460.22	\$63.91	\$1,524.13
Year 5	H00001		AB4 Camera Bundle	6	\$1,100.24	\$0.00	\$1,100.24
Year 5	H00002		AB4 Multi Bay Dock Bundle	1	\$353.98	\$0.00	\$353.98
Year 5	M00010		BUNDLE - OFFICER SAFETY PLAN 10	6	\$16,394.78	\$391.58	\$16,786.36
Year 5	ProLicense		Pro License Bundle	4	\$2,246.10	\$0.00	\$2,246.10
Total					\$22,099.74	\$455.49	\$22,555.23

City of Le Center, Minnesota

Sidewalk and Trail Inspection Policy

1. Introduction

The city of Le Center, Minnesota has approximately 7.4 miles of public sidewalks and trails. Public sidewalks and trails vary in age and in quality of condition. Not every mere inequality or irregularity in the surface of the sidewalk rises to the level of a defect. The city recognizes that some sidewalk and trail conditions create unreasonable hazards for pedestrians and other sidewalk users.

The city does not have unlimited staff and financial resources and cannot reasonably replace all sidewalks and trails needing replacement or repair in the same year the sidewalk or trail is identified as needing replacement and repair. Sidewalk and trail replacement and repair can be costly. Comprehensive sidewalk and trail surveys are expensive and require the use of limited city personnel and other resources. Under appropriate circumstances, some or all of the cost of sidewalk or trail replacement may be passed to the adjacent property owner.

Accordingly, the city and its Public Works Department must exercise both discretion and professional judgment in determining whether and when sidewalks and trails need to be replaced or repaired. The city expects that its agents, employees, and city officials will exercise discretion in identifying conditions requiring replacement and repair, in the scheduling of replacement and repair and in establishing priorities for replacement and repair.

2. Definitions

- A. *Sidewalk*: An outdoor area for pedestrians, usually beside a street or roadway. Within the city limits of Le Center, these surfaces are constructed of concrete or pavers.
- B. *Trails*: An outdoor area for pedestrians and other sport users, usually through a wild land area. Within the city limits of Le Center, these surfaces are constructed of Asphalt or Gravel.
- C. *Walking Surfaces*: A combination of sidewalks and trails, for the purposes of this policy.

3. Inspection Procedures

The Public Works Superintendent shall establish procedures for regular sidewalk inspection. Those procedures will include:

- A. An initial city-wide sidewalk and trail survey to be completed by July 9, 2024
- B. Develop a schedule for regular sidewalk and trail inspections on a routine basis.
- C. Establishing criteria for determining whether a sidewalk or trail condition is in need of replacement or repair.

4. Replacement and Repair Procedures

Upon completion of the initial sidewalk and trail survey, the Public Works Superintendent shall establish a replacement and repair schedule. This schedule is subject to modification based both on sidewalk conditions and the availability of resources for sidewalk replacement and repair.

- A. The city will be divided into four inspection districts split into quadrants. Tyrone St. (running east to west) and Park Ave. (running north to south).
- B. The Public Works Department shall inspect one of the four sidewalks and trails quadrants each year so that every sidewalk or trail in Le Center will be inspected at least once every four years.
- C. The Public Works Department will take into consideration the following factors:
 - 1. Sidewalk location and amount of pedestrian traffic
 - 2. Proximity of sidewalk identified as needing replacement or repair to other sidewalks also needing replacement or repair
 - 3. The nature and severity of the condition needing replacement or repair
 - 4. The city's budget for replacement or repair of sidewalks
 - 5. Whether, or to what extent, the cost of repair can be recovered from adjacent property owners
 - 6. Availability of employees, equipment, and other resources for sidewalk replacement or repair
 - 7. Public safety
 - 8. History of prior accidents or complaints
 - 9. Schedules of independent contractors and work necessary to prepare bids and bid specifications if work is to be performed by independent contractors
- D. Walking surface with tree roots on city's side of walking surface (city tree). The city shall remove tree roots as needed repair or install new walking surfaces.
- E. Walking surfaces with tree roots on property owner's side of walking surface (property owner tree). The city shall remove tree roots as needed to repair or install new walking surfaces. In the event the tree might be damaged later the city will not reimburse the owner for work performed in the city right-of-way. If the tree needs to be removed it shall be at the property owner's expense.
- F. All driveway aprons and driveways adjoining the walking surface shall be the property owner's responsibility to inspect and repair.

5. Maintenance Procedure

City employees will be responsible for removing snow from sidewalks that abut city-owned buildings or parking lots and all trails. Adjacent property owners are responsible for removing snow and ice from sidewalks that abut their property (see City Code Section 34-33). The city may, as a public service and for reasons of public safety, remove snow and ice from sidewalks. The Public Works Superintendent will identify sidewalks from which the city will remove ice and snow.

6. Modification of Policy

The City Council may modify or clarify this policy at any time. Where the city council has delegated responsibility or authority to any city employee or official for development or implementation of any portion of this policy, that employee or official shall have full authority to modify that portion of the policy at any time.

7. Review of Policy

The Public Works Director will keep on file comments and complaints received regarding this policy. The policy will be reviewed periodically. Any review will consider comments and complaints since the last review and any other factors affecting the policy or its implementation.

8. Effective Date of Policy

This policy shall be effective on the date approved by City Council. Modifications of the policy shall be effective on the date said modifications are approved by city council resolution or the date city employee or official (with authority granted by the city council) has approved the policy modification or change.

Approved by the Le Center City Council on June 11, 2024.

LE CENTER
MUNICIPAL LIQUOR STORE

May 2024 Sales	\$106,986.78
April Gambling	\$6,739.68
May C and N Sales	\$810.48

Revenue Sources April 2024 Compared to April 2023

Beer	\$15,598.41	(\$13,597.53)
Off Sale Beer	\$50,905.90	(\$51,161.20)
Liquor	\$8,506.17	(\$7,413.61)
Off Sale Liquor	\$22,604.29	(\$21,827.01)
Wine	\$216.96	(\$0.00)
Off Sale Wine	\$3,295.93	(\$3,309.28)
Food, Cigarettes, Ice	\$3,973.20	(\$3,662.30)
Total – (Includes Above and Misc)	\$106,986.78	(\$103,373.01)
Increase	\$3,613.77	

May Recap

- Latino Night
- Live Music by Matt McAllister
- Thrift Store Prom Night with DJ Kern Bros
- Sohmer Karaoke

June Events and Updates

- Live Music by Gary West and Melissa Schulz
- New Ice Machine
 - Our old one was purchased by Mike Nelson around 2012.

Municipal Liquor Store Receipts

	On Sale	Off Sale	Misc	Food	Int./ Fire Dept/ Comm	Total (- sales tax)
April-21	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
April	30,264	63,935	2735	1329	7670	105,933
May	23,916	75,409	4661	1439	7381	112,806

Le Center Police Department Monthly Activity Report May 2024

Traffic Stop = 69

Warning = 58

Citation = 11

DWI =

911 = 3

Abandoned Vehicle = 0

Administrative Detail = 5

Agency Assist = 3

Alarm = 4

Animal Complaint = 10

Assault = 0

Assist = 5

Background Check = 0

Burn Complaint = 0

Burglary = 0

Child Custody = 0

Child Protection = 2

Civil Matter = 0

Community Engagement = 6

Compliance Check = 1

Criminal Sexual Conduct = 0

Death Investigation = 0

Directed Patrol = 11

Dispute = 1

Disturbance = 1

Domestic = 1

Driving Complaint = 5

Fight = 0

Firework Complaint = 0

Fire Call Out = 1

Found Property = 2

Fraud = 1

Funeral Escort = 2

Harassment/Threats = 1

Informational = 4

Injury on Duty = 0

Intoxicated Person = 1

Juvenile Problem = 5

Le Center City Ordinance = 3

Lost/Missing Property = 0

Medical = 12

Missing Person = 1

Motor Vehicle Accident = 3

Noise Complaint = 1

Order of Violation = 20

Other = 1

Parking Complaint = 3

Permits = 4

Predatory Offender = 4

Property Damage = 12

Scam Investigation = 1

School Patrol = 5

Security Checks = 3

Solicitor = 0

Suicidal Person = 0

Suspicious Activity/Person/Vehicle = 16

Theft = 0

Traffic Complaint = 1

Trespassing = 0

Vandalism = 0

Void = 0

Violation of No Contact Order = 2

Warrant = 1

Weather Related = 0

Welfare Check = 2

Calls / Incidents= 238

Miles Patrolled= 2,361

Arrests=

Comparison	May 2023	Through May 2024	
Calls / Incidents	244/1132	238/837	Overall, -27%
Miles Patrolled	N/A	2,361/47,331	