

**CITY OF LE CENTER
REGULAR COUNCIL MEETING
TUESDAY, APRIL 11, 2023 – 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. CONSENT AGENDA

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

- A) Approval of Minutes from the Regular Council Meeting held on March 14, 2023
- B) Approval of Bills to be Paid
- C) Approval of a State of MN Joint Powers Agreement & Court Amendment Agreement Resolution No. 2023E
- D) Approval of 2023 Liquor & Beer License Renewals
- E) Approval of Special Event Permit from Le Center Chamber / Kick Off to Summer Event

5. PUBLIC COMMENT (3 min. time limit)

- A) Petitions, Requests, Comments, or Communications from the General Public

6. PRESENTATIONS

- A) League of Minnesota Cities Insurance Trust 2023 Review Presented by Darian Hunt with House of Insurance

7. REPORTS OF OFFICERS, BOARDS, COMMITTEES, DEPARTMENTS

- A) E.D.A. Report – Dan Evans
 - 1) Le Center City Profile Completed by Region 9 Development
- B) P & Z Report – Corey Block
- C) Liquor Store Report – Rebecca Vikla
- D) Police Report – Derek Carlsrud
- E) Public Works Report – Dan Steinborn
- F) Le Sueur Co. Commissioner Updates – Dave Preisler

8. OLD BUSINESS

- A) Well Sealing Grant Award Resolution No. 2023F

9. NEW BUSINESS

- A) Police Officer Mitchel Toltzman to take Official Oath of Office
- B) Approval of MnWARN Mutual Aid Agreement Resolution No.2023G
- C) Approve or Deny Conditional Use Permit for WINCO Inc. Resolution No. 2023H
- D) 1st Reading of Ordinance No. 2023-1 an Ordinance Establishing a Fee Schedule
- E) Set Public Hearing for May 9, 2023 at 7:00 p.m. for Ordinance No. 2023-1

10. ADMINISTRATION & OTHER BUSINESS.

- A) General Discussion on Technology in the Council Chambers
- B) Le Sueur Co. Officials Meeting April 26, 2023 at 6:30 p.m. Location TBD

11. ADJOURNMENT

**CITY OF LE CENTER
REGULAR COUNCIL MEETING
TUESDAY, MARCH 14, 2023 – 7:00 PM
10 W. TYRONE ST. LE CENTER, MN 56057**

*** MINUTES ***

1. CALL TO ORDER

Present: Mayor Christian Harmeyer, Council Members Jennifer Weiers, Dan Steffen, Collin Scott

Absent: None

Staff Present: City Administrator Dan Evans, Public Works Superintendent Dan Steinborn, Police Chief Derek Carlsrud, Liquor Manager Becky Vikla

Others Present: City Attorney Jason Moran

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE AGENDA

Motion by Scott, seconded by Weiers to add to New Business (D) Amend Resolution No. 2023C Titled Annual Appointments and Designations to add Travis Christensen to the Planning and Zoning Commission. All in favor, motion carried.

4. CONSENT AGENDA

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

A) Approval of Minutes from the Regular Council Meeting held on February 14, 2023

B) Approval of Bills to be Paid

5. PUBLIC COMMENT

None

6. PRESENTATIONS

- A) Final Utility Rate Study Presentation by Victoria Holthaus, on behalf of ABDO Financial Solutions. Holthaus presented the water rate assumptions for the next five years, starting in 2023 the rate would increase 2% to 35% percent. This vast range is because the rate structure is now tiered as required by the Minnesota Department of Natural Resources. Anticipated increases for water rates would be 5% to 2% per year thru 2027. Sewer rate assumptions for the next five years, starting in 2023 the rate would increase to 14% with anticipated increases from 11% to 7% per year thru 2027. These increases are needed to achieve target cash balance in both the water and sewer fund. Holthaus indicated that the city should always be thinking about increasing rates 3% to 5% percent every year, just to keep up with inflation. Evans indicated that a future fee schedule with these rates will likely

be proposed at the next council meeting. ABDO will assist the city in the implementation of these rates/structures into our utility billing system.

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

- A) E.D.A. Report – Evans, no report.
- B) P & Z Report - Director Block, was not present, Evans indicated the Winco Inc. applied for a conditional use permit for an exterior liquid nitrogen tank. Planning and Zoning Commission will hold a public hearing on April 4 at 7 p.m. on the matter.
- C) Liquor Store Report - Manager Becky Vikla stated that February 2023 sales were \$86,115. February sales in 2022 were \$77,028. Sales were up \$9,087 from 2022. Becky stated that two for one's are now only done once a week instead of four times a week, which has shown a savings in product. February recap: Music by Mike David and the Angels, then live music by Shenanigans. March: St. Patrick's Day festivities were a success. Live music by Todd Jindra on the 17th. April 8th will be customer appreciation day with a meat raffle and live music by Crista Bohlmann and live music by Gary West. Becky is in the process of researching different point-of-sale (POS) systems that are all-in-one and will handle card process as well. Current system is from 2013 and tech support indicated they will no longer be providing updates to this system.
- D) Police Report - Chief Derek Carlsrud reported on the police activities for the month of February: 197 calls / incidents @ 3778 miles patrolled. Five (5) arrests: (3) DWI (1) Assault (1) Traffic related. Six (6) out of the seven (7) part-time positions are currently filled. Carlsrud wanted to recognize two part-time Officers, Kevin Huber for his 25 years of service and Sam Ranta for his 15 years of service. Carlsrud requested quotes for body cameras from both Axon and Motorola. Carlsrud will also be looking to add additional radios to his fleet, he made mentioned of some potential funding through the state to get radios.
- E) Public Works Report - Public Works Superintendent Steinborn reported the following:
 - Steinborn spoke with LJP regarding our city-wide clean-up, two dates were still available. The city elected to go with June 17th from 8am to noon. A list of acceptable and unacceptable items is listed on the flyer that was provided to the council.
 - The grant for sealing up well #1 was approved. City staff and Le Sueur Co. Environmental services dept. have been working together to be awarded these funds.
 - Skating rink is closed for the season.
- F) Le Sueur Co. Commissioner update – Dave Preisler District 4 Commissioner stated that the CSAH 11 (Cordova Ave) mill and overlay project will now only be from Hwy 99 to the north side of city limits. The original scope of project was to mill and overlay to County Road 32, but there is peat under the roadway in some sections and the county will be looking to resolve those issues before overlaying the rest of the roadway. The government center will start remodel on the 20th of this month on the 2nd and 3rd floors. The city has made accommodations to allow for extended periods of parking on the roadways near the government center. The public health building is now open, and the environmental services dept. will be moving into the 3rd floor at

the government center. The highway dept. will be moving into the old environmental services building.

8. OLD BUSINESS

- A) Four (4) applications were submitted for the vacant Council Member seat. Kelly McMillen, Nathan Hintz, Robert Pfarr and Tom Vavra. The council discussed these applications as needed.

Motion by Harmeyer, seconded by Weiers to appoint Nathan Hintz. In favor: Harmeyer and Weiers; opposed: Scott and Steffen. Motion does not carry, 2-2

Motion by Steffen, seconded by Scott to appoint Robert Pfarr. In favor: Steffen and Scott; opposed: Harmeyer and Weiers. Motion does not carry, 2-2

Mayor Harmeyer then made a direct appoint of Nathan Hintz. Hintz will take the oath and be seated at the April council meeting.

9. NEW BUSINESS

- A) Motion by Scott, seconded by Steffen to consider hiring committee's recommendation to offer a full-time public works general maintenance worker position to Anthony Kortuem at \$27 an hour, with a \$1 raise following a six (6) month review. All in favor, motion carried.
- B) Motion by Weiers, seconded by Scott to consider hiring committee's recommendation to offer a full-time police officer position to Mitchel Toltzman at \$27.17 an hour per union contract. All in favor, motion carried.
- C) Motion by Scott, seconded by Steffen to approve Resolution No. 2023D A Resolution Approving a County Project within the Municipal Corporate Limits. Le Sueur Co. Highway Engineer Dave Tiegs provided this resolution with plans and specs for the CSAH 11 (Cordova Ave) mill and overlay project. All in favor, motion carried.
- D) Motion by Steffen, seconded by Scott to amend Resolution No. 2023C Titled Annual Appointments and Designations to add Travis Christensen to the Planning and Zoning Commission. All in favor, motion carried.

10. ADMINISTRATION & MISC.

- A) Mayor Harmeyer reminded the council of the upcoming Le Sueur Co. Officials Meeting at 6:30 p.m. on March 22, 2023 at the American Legion in Montgomery.
- B) Scott noted a special recognition for the certificate of excellence award presented to the Le Center Volunteer Ambulance.

11. ADJOURNMENT

There being no further business; Motion by Scott, Seconded by Weiers, for Mayor Harmeyer to adjourn the meeting at 8:02 p.m. Approved unanimously.

CITY OF LE CENTER

04/07/23 11:58 AM

Bills Report

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DEPT Descr	Search Name	Check Nbr	Amount	Comments
FUND 101 General Fund				
	INTERNAL REVENUE SERVICE	000095	\$16,347.35	1st Hlaf March
	INTERNAL REVENUE SERVICE	000094	\$7,638.04	Feb- F/W/H-FICA-Medicare
	PUBLIC EMPLOYEES RETIREMENT-GE	045804	\$16,090.55	PERA-March 2023
	MINNESOTA NCPERS LIFE INS	045793	\$16.00	Insurnace
	METROPOLITAN LIFE INSURANCE	045815	\$521.26	Insurance
	MN TEAMSTERS LOCAL NO. 320	045845	\$132.48	Police union dues
	BLUE CROSS	045826	\$2,276.84	Insurance
DEPT			\$43,022.52	
Council	LEAGUE OF MINNESOTA CITIES	045841	\$425.00	C. Scott-Conference
Council	APG MEDIA OF SOUTHERN MN	045857	\$49.50	Vacant Council Seat
DEPT 41110 Council			\$474.50	
Administration	BLUE CROSS	045826	\$5,555.23	Insurance
Administration	DELTA DENTAL OF MINNESOTA	045787	\$95.00	Insurance
Administration	BUSINES ESSENTIALS	045808	\$18.80	Paper
Administration	BUSINES ESSENTIALS	045808	\$14.39	Adm-file folders
Administration	MANTRONICS MAILING SYSTEM	045842	\$199.00	Postage Machine-Ink
Administration	AMERICAN SOLUTIONS FOR BUS	045805	\$153.60	Envelopes
Administration	BUSINES ESSENTIALS	045784	\$35.88	Adm-supplies
Administration	THE FREE PRESS MEDIA	045799	\$435.36	renewal one year
Administration	BUSINES ESSENTIALS	045808	\$143.99	Paper-receipt books
Administration	DEBIT CARD	000096	\$22.99	Amozon- Misc office supplies
Administration	DEBIT CARD	000100	\$386.54	Maddens- D. Evans Trainaing
Administration	CHRISTIAN, KEOGH & MORAN	045828	\$170.00	Attorney Fees
Administration	QUADIENT FINANCE USA INC	045817	\$56.08	Postage machine 4-22-23 / 7-21-23
Administration	METRO FIBER NET LLC	045814	\$148.22	Utilities
Administration	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$14,427.00	1-15-23 - 1-15-24
Administration	CENTERPOINT ENERGY	045785	\$779.56	utilities
Administration	CENTERPOINT ENERGY	045785	\$158.35	utilities
Administration	BRIAN BEER BUILDING CONST	045783	\$776.73	Installing Ceiling Tile- Water Damage
Administration	LE CENTER HARDWARE HANK	045860	\$7.99	Supplies
Administration	APEX ENVIROCARE LTD	045824	\$874.50	City Hall-Asbestos/Mold
Administration	METRO SALES INCORPORATED	045843	\$226.65	RICHO Copier Lease
Administration	MIKES WINDOW WASHING SERVICE	045844	\$66.00	cleaning 3-29-23
Administration	HEATHER HENRY	045838	\$65.00	Cleaning 4-2-23
DEPT 41400 Administration			\$24,816.86	
Police Department	BLUE CROSS	045826	\$6,179.36	Insurance
Police Department	STREET COP TRAINING	045849	\$199.00	Training A.-Klobe
Police Department	SOUTH CENTRAL COLLEGE	045796	\$205.03	S.Ranta -EMR Refresher class
Police Department	STREICHER S	045850	\$176.00	Clothing Allow-Toltaman
Police Department	STREICHER S	045798	\$284.97	Clothing Allowance- M. Toltzman
Police Department	STREICHER S	045850	\$69.99	Clothing Allow-Klobe
Police Department	STREICHER S	045850	\$23.98	Clothing Allow-Toltzman
Police Department	STREICHER S	045850	\$140.00	Clothing Allow-Hernandez
Police Department	AMOCO OIL COMPANY	045806	\$1,282.58	Fuel
Police Department	LE CENTER HARDWARE HANK	045860	\$23.94	Supplies
Police Department	CHRISTIAN, KEOGH & MORAN	045828	\$960.00	Attorney-Police
Police Department	FRONTIER COMMUNICATIONS-GENERA	045811	\$96.59	Utilities
Police Department	METRO FIBER NET LLC	045814	\$52.74	Utilities
Police Department	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$9,596.00	1-15-23 - 1-15-24
Police Department	DEBIT CARD	000098	\$45.00	Kevin Huber-Post License 2023-2026
DEPT 42123 Police Department			\$19,335.18	

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Building Official	APG MEDIA OF SOUTHERN MN	045857	\$86.29	P & Z Meeting
DEPT 42400 Building Official			\$86.29	
Emergency Management	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$1,670.00	1-15-23 - 1-15-24
DEPT 42500 Emergency Management			\$1,670.00	
Streets Department	BLUE CROSS	045826	\$2,952.15	Insurance
Streets Department	AMOCO OIL COMPANY	045806	\$477.67	Fuel
Streets Department	WONDRA AUTOMOTIVE	045855	\$433.82	Shop
Streets Department	ARAMARK	045825	\$136.42	Streets
Streets Department	QUADIEN FINANCE USA INC	045817	\$56.05	Postage machine 4-22-23 / 7-21-23
Streets Department	ARAMARK	045863	\$136.42	Streets
Streets Department	LE CENTER HARDWARE HANK	045860	\$173.32	Supplies
Streets Department	ARAMARK	045779	\$136.42	Streets
Streets Department	ARAMARK	045825	\$136.42	Streets
Streets Department	ARAMARK	045779	\$136.42	Streets
Streets Department	EARL F. ANDERSEN & ASSOC	045788	\$116.30	Street Signs-West Sharon
Streets Department	BOLTON & MENK, INC.	045780	\$95.50	Washington St/Mill Ave-ROW
Streets Department	METRO FIBER NET LLC	045814	\$135.52	Utilities
Streets Department	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$14,648.00	1-15-23 - 1-15-24
Streets Department	CENTERPOINT ENERGY	045785	\$660.65	utilities
Streets Department	ZARNOTH BRUSH WORKS	045803	\$538.45	Bobcat-broom
Streets Department	RON KOPET TRUCKING	045847	\$600.00	Snow removal 4-1-23
Streets Department	SELY EXCAVATING, INC	045818	\$540.00	Snow removal 3-6-23
Streets Department	RON KOPET TRUCKING	045795	\$240.00	Snow removal 3-10-23
Streets Department	RON KOPET TRUCKING	045795	\$540.00	Snow removal 3-6-23
DEPT 43121 Streets Department			\$22,889.53	
Pool	HAWKINS, INC.	045790	\$30.00	Chemicals
Pool	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$1,649.00	1-15-23 - 1-15-24
Pool	CENTERPOINT ENERGY	045785	\$27.92	utilities
DEPT 45124 Pool			\$1,706.92	
Parks	COLE PAPERS INC-GENERAL	045830	\$632.12	Parks-bath tissue/paper towels
Parks	LE CENTER HARDWARE HANK	045860	\$248.27	Supplies
Parks	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$10,529.00	1-15-23 - 1-15-24
Parks	AG PARTNERS LS OFFICE	045823	\$191.24	LP-Ice Rink
Parks	FRONTIER COMMUNICATIONS-GENERA	045811	\$80.40	Utilities
Parks	BSN SPORTS LLC	045864	\$6,279.97	Soccer Nets
DEPT 45200 Parks			\$17,961.00	
Library	LE CENTER HARDWARE HANK	045860	\$7.49	Supplies
Library	HEATHER HENRY	045838	\$45.00	Cleaning 4-2-23
Library	METRO FIBER NET LLC	045814	\$52.74	Utilities
Library	EARL F. ANDERSEN & ASSOC	045833	\$1,279.95	Library-bench
DEPT 45501 Library			\$1,385.18	
FUND 101 General Fund			\$133,347.98	
FUND 601 Water Fund				
Water Utilities	MINNESOTA REVENUE/SALES TAX	000093	\$800.00	Sales Tax-February
Water Utilities	HAWKINS, INC.	045812	\$2,004.53	Water-Sodiul Hyd
Water Utilities	HAWKINS, INC.	045790	\$40.00	Chemicals
Water Utilities	DEBIT CARD	000097	\$230.83	Amazon-Water Scale
Water Utilities	GOPHER STATE ONE-CALL, INC.	045837	\$2.70	Locations
Water Utilities	FIRST STATE BANK	000101	\$5.00	ACH-March 2023
Water Utilities	UTILITY CONSULTANTS	045853	\$46.20	Testing
Water Utilities	QUADIEN FINANCE USA INC	045817	\$56.08	Postage machine 4-22-23 / 7-21-23
Water Utilities	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$9,753.00	1-15-23 - 1-15-24
Water Utilities	CENTERPOINT ENERGY	045785	\$417.20	utilities

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Water Utilities	FRONTIER COMMUNICATIONS-GENERA	045811	\$130.64	utilities
Water Utilities	CENTERPOINT ENERGY	045785	\$40.02	utilities
Water Utilities	VESSCO, INC.	045854	\$360.22	Water Plant-pumphead
DEPT 49440 Water Utilities			\$13,886.42	
FUND 601 Water Fund			\$13,886.42	
FUND 602 Sewer Fund				
Sewer Utilities	BLUE CROSS	045826	\$2,380.99	Insurance
Sewer Utilities	MWOA	045816	\$285.00	D. S teinborn-Training
Sewer Utilities	HAWKINS, INC.	045812	\$6,718.99	Plant Ferric Chloride
Sewer Utilities	HAWKINS, INC.	045790	\$40.00	Chemicals
Sewer Utilities	GOPHER STATE ONE-CALL, INC.	045837	\$2.70	Locations
Sewer Utilities	FIRST STATE BANK	000101	\$5.00	ACH-March 2023
Sewer Utilities	UTILITY CONSULTANTS	045853	\$1,025.17	Testing
Sewer Utilities	METRO FIBER NET LLC	045814	\$136.72	Utilities
Sewer Utilities	USEMCO, INC	045821	\$1,200.00	Pump Control Panels-Verizon One Year
Sewer Utilities	QUADIENT FINANCE USA INC	045817	\$56.08	Postage machine 4-22-23 / 7-21-23
Sewer Utilities	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$12,546.00	1-15-23 - 1-15-24
Sewer Utilities	CENTERPOINT ENERGY	045785	\$706.65	utilities
Sewer Utilities	MINNESOTA PUMP WORKS	045794	\$1,431.50	Plant repair/scum pump
Sewer Utilities	SANCO EQUIPMENT LLC	045862	\$205.44	Plant-kit seal
Sewer Utilities	SANCO EQUIPMENT LLC	045862	\$31.03	Plant-kit seal
Sewer Utilities	INTERSTATE POWER SYSTEMS	045813	\$7,850.73	Pump repair
DEPT 49450 Sewer Utilities			\$34,622.00	
FUND 602 Sewer Fund			\$34,622.00	
FUND 603 Refuse Fund				
Refuse	MINNESOTA REVENUE/SALES TAX	000093	\$1,197.00	Sales Tax-February
Refuse	QUADIENT FINANCE USA INC	045817	\$56.08	Postage machine 4-22-23 / 7-21-23
Refuse	MN WASTE PROCESSING CO	045861	\$3,444.74	Landfill-March
Refuse	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$977.00	1-15-23 - 1-15-24
Refuse	WONDRA AUTOMOTIVE	045855	\$38.58	Refuse
DEPT 43230 Refuse			\$5,713.40	
FUND 603 Refuse Fund			\$5,713.40	
FUND 609 Liquor Fund				
DEPT	BLUE CROSS	045826	\$458.74	Insurance
	MINNESOTA REVENUE/SALES TAX	000093	\$8,307.00	Sales Tax-February
			\$8,765.74	
Municipal Liquor Store	BLUE CROSS	045826	\$3,682.17	Insurance
Municipal Liquor Store	DELTA DENTAL OF MINNESOTA	045787	\$95.00	Insurance
Municipal Liquor Store	A.H. HERMEL	045822	\$234.16	Supplies
Municipal Liquor Store	CITY OF LE CENTER GENERAL FUND	045829	\$60.00	Refuse Bags (2)
Municipal Liquor Store	PEPSI COLA BOTTLING CO.	045846	\$607.80	Bar supplies
Municipal Liquor Store	CITY OF LE CENTER GENERAL FUND	045809	\$60.00	Refuse Bags (2)
Municipal Liquor Store	A.H. HERMEL	045778	\$104.62	supplies
Municipal Liquor Store	CINTAS CORPORATION #754	045858	\$246.17	Towels-Rugs
Municipal Liquor Store	LE CENTER HARDWARE HANK	045860	\$188.44	Supplies
Municipal Liquor Store	WW COMMUNICATIONS	045802	\$50.34	Qtr station monitoring
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	045819	\$1,834.27	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	045839	\$1,006.44	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	045791	\$1,707.37	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	045797	\$1,171.85	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	045797	\$926.30	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	045791	\$1,050.17	Liquor

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Municipal Liquor Store	BREAKTHRU BEV MN WINE	045827	\$702.92	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	045791	-\$73.00	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	045839	\$1,986.88	Liquor
Municipal Liquor Store	BREAKTHRU BEV MN WINE	045782	\$1,882.30	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	045848	\$3,554.47	Liquor
Municipal Liquor Store	TOW DISTRIBUTING CORP.	045801	-\$91.00	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	045786	\$1,035.10	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	045820	\$5,212.60	Beer
Municipal Liquor Store	BREAKTHRU BEV MN- BEER	045781	\$1,611.70	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	045801	-\$47.30	Beer
Municipal Liquor Store	KINNEY CREEK BREWERY	045840	\$74.00	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	045820	-\$190.09	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	045810	\$646.75	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	045852	-\$22.50	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	045852	\$1,860.20	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	045832	\$1,101.25	Beer
Municipal Liquor Store	BREAKTHRU BEV MN- BEER	045807	\$1,058.10	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	045801	\$5,849.95	Beer
Municipal Liquor Store	A.H. HERMEL	045856	\$671.72	Mdse
Municipal Liquor Store	A.H. HERMEL	045778	\$1,149.69	Mdse for resale
Municipal Liquor Store	FIRE HOUSE PIZZA	045834	\$151.00	Mdse for resale
Municipal Liquor Store	FIRE HOUSE PIZZA	045789	\$77.25	Mdse for resale
Municipal Liquor Store	A.H. HERMEL	045856	-\$45.44	mdse
Municipal Liquor Store	A.H. HERMEL	045822	\$2,592.08	Mdse for resale
Municipal Liquor Store	SHIFT 4	000099	\$1,695.95	Fees
Municipal Liquor Store	LEAGUE OF MN CITIES INS TRUST P&C	045792	\$4,316.00	1-15-23 - 1-15-24
Municipal Liquor Store	CENTERPOINT ENERGY	045785	\$867.90	utilities
Municipal Liquor Store	CITY OF LE CENTER GENERAL FUND	045859	\$180.57	Utility Bill
Municipal Liquor Store	TIM PALMQUIST	045851	\$593.16	Cleaning 4-1-23 to 4-15-23
Municipal Liquor Store	TIM PALMQUIST	045800	\$593.16	Cleaning 3-16-23 to 3-31-23
Municipal Liquor Store	GARY WEST	045836	\$800.00	Entertainment 4-8-23
Municipal Liquor Store	CRISTA BOHLMANN	045831	\$300.00	Entertainment 4-8-23
Municipal Liquor Store	FIRST NATIONAL BANK LE CENTER	045835	\$1,082.08	Loan Payment
DEPT 49770 Municipal Liquor Store			\$54,202.55	
FUND 609 Liquor Fund			\$62,968.29	
			\$250,538.09	

Packet Report Revenues

Act Code	SOURCE Descr	Water		
		March 2023 Amt	2023 YTD Amt	2023 Budget
601-00000-37150	Water Connect/Re	\$50.00	\$50.00	\$0.00
601-00000-50000	Holding Acct.	\$0.00	\$0.00	\$0.00
601-00000-39700	Capital Contributo	\$0.00	\$0.00	\$0.00
601-00000-37190	State Test Fee	\$772.77	\$2,278.25	\$8,500.00
601-00000-37180	Sales Tax Water	\$513.21	\$1,693.10	\$7,600.00
601-00000-37160	Late Charge	\$420.55	\$1,227.04	\$5,000.00
601-00000-37110	Water Sales	\$38,775.58	\$118,244.48	\$490,000.00
601-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
601-00000-36220	Rents / Lease Rev	\$3,477.64	\$10,432.92	\$39,600.00
601-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
601-00000-37170	Meter Rent	\$1,279.36	\$3,784.91	\$14,500.00
Act Code 601		\$45,289.11	\$137,710.70	\$565,200.00

Packet Report Expenses

Act Code	OBJECT Descr	Water		
		March 2023 Amt	2023 YTD Amt	2023 Budget
601-49440-310	Permits and Fees	\$28.00	\$2,363.00	\$10,000.00
601-49440-311	Testing	\$46.20	\$92.40	\$3,000.00
601-49440-322	Postage	\$196.08	\$397.66	\$2,000.00
601-49440-361	Insurance Premiu	\$9,753.00	\$9,753.00	\$8,800.00
601-49440-381	Utility Services	\$5,129.36	\$11,018.12	\$70,000.00
601-49440-401	Repair/Maint Buildi	\$0.00	\$0.00	\$0.00
601-49440-402	Repair/Maint Struc	\$0.00	\$0.00	\$30,000.00
601-49440-420	Depreciation Expe	\$0.00	\$0.00	\$0.00
601-49440-300	Professional Servic	\$4,627.02	\$4,652.69	\$1,000.00
601-49440-433	Dues & Subscriptio	\$0.00	\$0.00	\$2,000.00
601-49440-520	Capital Improve	\$0.00	\$0.00	\$10,000.00
601-49440-190	Pension Expense	\$0.00	\$0.00	\$0.00
601-49440-404	Repair/Maint Mach	\$0.00	\$322.02	\$5,000.00
601-49440-122	Social Security / M	\$1,340.80	\$1,768.66	\$3,200.00
601-47000-601	Bond Principal	\$0.00	\$55,000.00	\$285,000.00
601-49440-203	Water Meters	\$0.00	\$0.00	\$6,000.00
601-49440-240	Equipment	\$230.83	\$230.83	\$5,000.00
601-47000-620	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00
601-49440-101	Full-time Employe	\$17,644.79	\$23,407.64	\$41,200.00
601-47000-611	Bond Interest	\$0.00	\$22,756.35	\$45,046.00
601-49440-121	PERA Contribution	\$163.59	\$595.83	\$3,100.00
601-49440-131	Health Insurance	\$0.00	\$0.00	\$5,000.00
601-49440-151	Workers Compens	\$0.00	\$0.00	\$1,400.00
601-49440-200	Sales Tax	\$800.00	\$1,546.00	\$8,200.00
601-49440-207	Training	\$0.00	\$0.00	\$1,000.00
601-49440-215	Operating Supplies	\$0.00	\$1,489.60	\$15,000.00
601-49440-216	Chemicals & Chem	\$2,554.70	\$11,520.51	\$50,000.00
601-49440-221	Repair/Maint Supp	\$0.00	\$8,950.22	\$10,000.00
601-49440-102	Full-time Employe	\$0.00	\$0.00	\$0.00
Act Code 601		\$42,514.37	\$155,864.53	\$620,946.00

Packet Report Revenues

Act Code	SOURCE Descr	Sewer		
		March 2023 Amt	2023 YTD Amt	2023 Budget
602-00000-37210	Sewer Charges	\$30,893.33	\$91,575.10	\$395,000.00
602-00000-37250	Sewer Connect/Re	\$0.00	\$0.00	\$0.00
602-00000-39300	Debt Proceeds	\$9,617.87	\$28,853.61	\$115,000.00
602-00000-39301	Plant O & M	\$10,315.56	\$30,946.68	\$123,000.00
602-00000-39700	Capital Contributo	\$0.00	\$0.00	\$0.00
Act Code 602		\$50,826.76	\$151,375.39	\$633,000.00

Packet Report Expenses

Act Code	OBJECT Descr	Sewer		
		March 2023 Amt	2023 YTD Amt	2023 Budget
602-49450-603	Loan/Lease Payme	\$0.00	\$0.00	\$8,000.00
602-49450-311	Testing	\$741.59	\$1,980.46	\$18,000.00
602-49450-310	Permits and Fees	\$1,455.00	\$1,565.00	\$100.00
602-49450-321	Telephone	\$1,336.72	\$1,620.16	\$1,500.00
602-49450-322	Postage	\$196.08	\$392.13	\$1,000.00
602-49450-352	Disposal Fee	\$233.13	\$470.57	\$1,000.00
602-49450-381	Utility Services	\$5,013.81	\$11,595.09	\$57,000.00
602-49450-402	Repair/Maint Struc	\$0.00	\$0.00	\$30,000.00
602-49450-404	Repair/Maint Mach	\$9,282.23	\$9,857.23	\$5,000.00
602-49450-420	Depreciation Expe	\$0.00	\$0.00	\$0.00
602-49450-430	Miscellaneous Exp	\$0.00	\$0.00	\$0.00
602-49450-520	Capital Improveme	\$0.00	\$0.00	\$0.00
602-49450-361	Insurance Premiu	\$12,546.00	\$12,546.00	\$9,800.00
602-49450-303	Engineer Fees	\$4,655.00	\$4,655.00	\$0.00
602-49450-433	Dues & Subscriptio	\$0.00	\$83.00	\$2,000.00
602-47000-630	Discount bonds iss	\$0.00	\$0.00	\$0.00
602-49450-300	Professional Servic	\$4,627.03	\$5,174.49	\$1,000.00
602-49450-401	Repair/Maint Buildi	\$0.00	\$3,032.28	\$0.00
602-47000-601	Bond Principal	\$0.00	\$88,902.11	\$247,903.00
602-47000-620	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00
602-49450-101	Full-time Employe	\$25,354.08	\$47,510.87	\$115,000.00
602-49450-102	Full-time Employe	\$66.05	\$66.05	\$0.00
602-49450-121	PERA Contribution	\$1,276.21	\$2,937.95	\$8,700.00
602-49450-122	Social Security / M	\$1,920.04	\$3,570.57	\$8,800.00
602-49450-221	Repair/Maint Supp	\$0.00	\$0.00	\$5,000.00
602-47000-611	Bond Interest	\$0.00	\$23,719.78	\$47,439.00
602-49450-240	Equipment	\$0.00	\$0.00	\$5,000.00
602-49450-131	Health Insurance	\$2,380.99	\$7,142.97	\$45,000.00
602-49450-216	Chemicals & Chem	\$6,758.99	\$13,516.98	\$45,000.00
602-49450-215	Operating Supplies	\$45.98	\$45.98	\$10,000.00
602-49450-207	Training	\$285.00	\$285.00	\$1,500.00
602-49450-190	Pension Expense	\$0.00	\$0.00	\$0.00
602-49450-151	Workers Compens	\$0.00	\$0.00	\$3,400.00
Act Code 602		\$78,173.93	\$240,669.67	\$677,142.00

Packet Report Revenues

Act Code	SOURCE Descr	Refuse		
		March 2023 Amt	2023 YTD Amt	2023 Budget
603-00000-36250	Miscellaneous Rev	\$0.00	\$0.00	\$0.00
603-00000-37310	Refuse Collection F	\$6,846.23	\$19,987.39	\$79,000.00
603-00000-37330	Refuse bag sales	\$6,247.50	\$11,478.75	\$75,000.00
Act Code 603		\$13,093.73	\$31,466.14	\$154,000.00

Packet Report Expenses

Act Code	OBJECT Descr	Refuse		
		March 2023 Amt	2023 YTD Amt	2023 Budget
603-43230-221	Repair/Maint Supp	\$0.00	\$0.00	\$2,000.00
603-43230-200	Sales Tax	\$1,197.00	\$2,374.00	\$15,000.00
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	\$1,000.00
603-43230-361	Insurance Premiu	\$977.00	\$977.00	\$1,300.00
603-43230-352	Disposal Fee	\$4,933.49	\$13,419.58	\$65,000.00
603-43230-325	Publications Misc.	\$0.00	\$0.00	\$0.00
603-43230-603	Loan/Lease Payme	\$0.00	\$0.00	\$27,400.00
603-43230-121	PERA Contribution	\$59.02	\$248.18	\$4,200.00
603-43230-101	Full-time Employe	\$8,350.39	\$10,872.94	\$45,000.00
603-43230-215	Operating Supplies	\$246.76	\$630.45	\$10,000.00
603-43230-102	Full-time Employe	\$0.00	\$0.00	\$0.00
603-43230-103	Part-time Employe	\$1,990.76	\$5,885.24	\$11,000.00
603-43230-122	Social Security / M	\$786.80	\$1,267.87	\$4,300.00
603-43230-131	Health Insurance	\$0.00	\$0.00	\$3,000.00
603-43230-151	Workers Compens	\$500.00	\$500.00	\$3,100.00
603-43230-190	Pension Expense	\$0.00	\$0.00	\$0.00
603-43230-212	Motor Fuels	\$548.14	\$548.14	\$3,000.00
Act Code 603		\$19,589.36	\$36,723.40	\$195,300.00

Packet Report Revenues

Act Code	SOURCE Descr	Liquor		
		March 2023 Amt	2023 YTD Amt	2023 Budget
609-00000-37913	Wine On-Sale	\$20.46	\$71.84	\$500.00
609-00000-37920	Gambling & Game	\$11,728.50	\$21,456.17	\$70,000.00
609-00000-37915	Liquor Miscellaneo	\$4,304.36	\$12,038.27	\$55,000.00
609-00000-37912	Beer On-Sale	\$24,170.71	\$60,565.57	\$125,000.00
609-00000-37911	Liquor On-Sale	\$11,544.89	\$28,548.76	\$80,000.00
609-00000-37813	Wine Off-Sale	\$3,794.79	\$11,576.11	\$45,000.00
609-00000-37811	Liquor Off-Sale	\$19,435.25	\$55,062.43	\$250,000.00
609-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
609-00000-36220	Rents / Lease Rev	\$1,800.00	\$12,334.25	\$21,600.00
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 Receip	-\$2,743.04	-\$16,201.53	\$0.00
609-00000-11500	Charge Sales	-\$95.04	\$97.63	\$0.00
609-00000-37812	Beer Off-Sale	\$34,784.01	\$100,565.43	\$485,000.00
609-00000-37916	Cash Over (Short)	-\$107.21	-\$68.48	\$0.00
Act Code 609		\$108,637.68	\$286,046.45	\$1,132,100.00

Packet Report Expenses

Act Code	OBJECT Descr	Liquor		
		March 2023 Amt	2023 YTD Amt	2023 Budget
609-49770-381	Utility Services	\$3,783.10	\$7,628.32	\$25,000.00
609-49770-386	Cleaning	\$1,186.32	\$3,558.96	\$16,000.00
609-49770-401	Repair/Maint Buildi	\$971.50	\$971.50	\$5,000.00
609-49770-325	Publications Misc.	\$0.00	\$1,500.00	\$2,500.00
609-49770-420	Depreciation Expe	\$0.00	\$0.00	\$0.00
609-49770-361	Insurance Premiu	\$4,316.00	\$9,349.00	\$8,200.00
609-49770-430	Miscellaneous Exp	\$0.00	\$0.00	\$0.00
609-49770-434	Property Taxes	\$0.00	\$0.00	\$3,400.00
609-49770-520	Capital Improveme	\$0.00	\$0.00	\$0.00
609-49770-313	Card Processing F	\$1,695.95	\$3,462.44	\$0.00
609-49770-603	Loan/Lease Payme	\$0.00	\$2,164.16	\$12,915.00
609-49770-720	Operating Transfer	\$0.00	\$0.00	\$75,000.00
609-49770-190	Pension Expense	\$0.00	\$0.00	\$0.00
609-49770-442	Entertainment	\$300.00	\$1,120.00	\$4,000.00
609-49770-131	Health Insurance	\$3,777.17	\$11,356.11	\$47,800.00
609-49770-215	Operating Supplies	\$2,014.78	\$4,381.46	\$20,000.00
609-49770-101	Full-time Employe	\$13,746.19	\$33,776.00	\$129,000.00
609-49770-102	Full-time Employe	\$302.31	\$999.45	\$0.00
609-49770-103	Part-time Employe	\$4,278.75	\$10,359.75	\$33,300.00
609-49770-310	Permits and Fees	\$856.00	\$1,416.00	\$6,000.00
609-49770-122	Social Security / M	\$1,366.95	\$3,347.59	\$12,500.00
609-49770-151	Workers Compens	\$0.00	\$0.00	\$3,400.00
609-49770-207	Training	\$0.00	\$0.00	\$0.00
609-49770-221	Repair/Maint Supp	\$0.00	\$0.00	\$3,000.00
609-49770-251	Purchase Liquor	\$14,379.49	\$49,905.28	\$225,000.00
609-49770-252	Purchase Beer	\$43,132.35	\$103,453.74	\$450,000.00
609-49770-259	Consumable Good	\$3,363.45	\$6,649.12	\$30,000.00
609-49770-301	Audit Fees	\$0.00	\$3,000.00	\$3,000.00
609-49770-121	PERA Contribution	\$1,053.64	\$2,608.17	\$12,300.00
Act Code 609		\$100,523.95	\$261,007.05	\$1,127,315.00



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Le Center on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Jason Moran, Attorney
Address: 65 S Park Avenue
PO Box 156
Le Center, MN 56057
Telephone: 507.357.2278
Email Address: jmoran@ckmklegal.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

- 9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.
- 9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

- 11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.
- 11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Christian Harmeyer,
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Dan Evans
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Le Center on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 224845, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Christian Harmeyer
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Dan Evans
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**CITY OF LE CENTER
RESOLUTION NO. 2023E**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF LE CENTER ON BEHALF OF ITS CITY
ATTORNEY**

WHEREAS, the City of Le Center, on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems, and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Le Center, on behalf of its Prosecuting Attorney, are hereby approved.
2. That the City Attorney, Jason Moran, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Christian Harmeyer, the Mayor for the City of Le Center, and Dan Evans, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the City Council of Le Center, Minnesota this 11th day of April 2023.

Christian Harmeyer, Mayor

Attest:

Dan Evans, City Administrator

2023 LIQUOR LICENSE RENEWALS

On-Sale 3.2% or Strong Beer Licenses

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

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

Home Plate Restaurant

On-Sale Club Licenses

V.F.W. Post
American Legion Club

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

APPLICATION FOR: SPECIAL EVENT / PERMIT TO CLOSE STREET

Event: Kick off to Summer

Name of Person Responsible: LeCenter Chamber

Address & Phone Number: 357-6737

Dates: Thurs. May 18, 2023

Location: Le Sueur County Park

Detailed Description of Event: yearly chamber event at the county park, gathering for chamber members to promote their business

Applicant requests a permit to close W. Minn St. (Street/Avenue or Alley)
between First National Bank and old bowling Alley

from 3:00 am/pm to 8:00 am/pm on 5/18/23 (Date)(s)

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

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

Applicant Signature:


(Signature certifies all information to be correct.)

Date:

4/5/23

City Staff Approval and Comments:

Police Chief: _____

City Clerk/Council: _____

Current/blockpartypermit



All Forms of Insurance

• DARIAN HUNT darian@houseofinsuranceagency.com • STACY HUNT stacy@houseofinsuranceagency.com
• RANDY HUNT randy@houseofinsuranceagency.com • JOSH FARM josh@houseofinsuranceagency.com
• HAYLEY HUNT hayley@houseofinsuranceagency.com • TYLER BEDNAR tyler@houseofinsuranceagency.com
• MATT STEFFEN matt@houseofinsuranceagency.com
• PAT LLOYD pat@houseofinsuranceagency.com

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

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

2023 Insurance Review

April 11^h, 2023

League of Minnesota Cities Insurance Trust – LMCIT

Member Since 1987

Policy Period 1/15/23 to 1/15/24

Premiums:

- I. Package Policy: \$80,111 (Increase of \$12,197)
 - a. 2013 Package Premium was \$62,367
- II. Worker's Compensation: \$40,475 (Increase of \$3929)
 - a. 2013 Premium was \$22,203

COVERAGES PROVIDED:

- I. **Property** – Building/Contents and Property In The Open
Total Property Value \$28,667,358
Property Value Increase of \$3,130,137 (12%)
Mobile Property – Greater than \$250,000 must be listed
See attached list of locations (Pages 3-6)
Coverage provides all direct physical loss subject to policy exclusions and
A \$1000 deductible per occurrence.
- II. **Equipment Breakdown Coverage**
Subject to \$1000 deductible
- III. **Auto Coverage – All Autos Owned by City of LeCenter**
\$2 Million Per Occurrence Automobile Liability (Pages 7-8)
Basic 20,000/20,000 Personal Injury
Physical Damage - \$1000 Deductible comprehensive & collision
Includes hired & non-owned auto
- IV. **Municipal Liability**
\$2 Million each occurrence limit
 - a. Liability Coverage Guide
 - b. Action Item (Page 9-10) – Choose Liability Limit



V. Crime Coverage

Actual loss sustained inside the premises

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

Subject to \$1000 deductible

VI. Cyber Liability

VIII LMCIT Dividend Program

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

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

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

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

Questions?????

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

	Coverage	Deductible	Premium
LOCATION 1 - 10 W TYRONE, Le Center, MN 56057 - CITY HALL			
Building	1,949,500	1,000	\$3,302.00
Contents	461,700	1,000	\$956.00
Total for LOCATION 1 - 10 W TYRONE, Le Center, MN 56057			\$4,258.00
LOCATION 2 - 601 SO MAPLE AVE, Le Center, MN 56057 - WWTP (SEE MPCBP216)			
Building	7,117,400	1,000	\$6,807.00
Contents	2,519,000	1,000	\$2,409.00
Total for LOCATION 2 - 601 SO MAPLE AVE, Le Center, MN 56057			\$9,216.00
LOCATION 3 - 20 N WATERVILLE AVE, Le Center, MN 56057 - LIQUOR STORE			
Building	766,700	1,000	\$1,558.00
Contents	263,000	1,000	\$891.00
Total for LOCATION 3 - 20 N WATERVILLE AVE, Le Center, MN 56057			\$2,449.00
LOCATION 4 - SOUTH PARK, Le Center, MN 56057 - BATH HOUSE			
Building	299,700	1,000	\$1,252.00
Contents	7,500	1,000	\$31.00
Total for LOCATION 4 - SOUTH PARK, Le Center, MN 56057			\$1,283.00
LOCATION 5 - SOUTH PARK, Le Center, MN 56057 - RESTROOM			
Building	133,100	1,000	\$741.00
Total for LOCATION 5 - SOUTH PARK, Le Center, MN 56057			\$741.00
LOCATION 6 - 10 W TYRONE ST, Le Center, MN 56057 - PUMP HOUSE			
Building	36,200	1,000	\$35.00
Contents	1,500	1,000	\$1.00
Total for LOCATION 6 - 10 W TYRONE ST, Le Center, MN 56057			\$36.00
LOCATION 7 - 771 W SHARON ST, Le Center, MN 56057 - REFRESHMENT STAND/SHELTER			
Building	230,600	1,000	\$963.00
Contents	8,000	1,000	\$33.00
Total for LOCATION 7 - 771 W SHARON ST, Le Center, MN 56057			\$996.00
LOCATION 8 - 411 N WATERVILLE AVE, Le Center, MN 56057 - PICNIC SHELTER			
Building	79,900	1,000	\$445.00
Total for LOCATION 8 - 411 N WATERVILLE AVE, Le Center, MN 56057			\$445.00
LOCATION 10 - 180 S LEXINGTON AVE, Le Center, MN 56057 - GARAGE			
Building	500,500	1,000	\$659.00
Contents	80,000	1,000	\$158.00
Total for LOCATION 10 - 180 S LEXINGTON AVE, Le Center, MN 56057			\$817.00
LOCATION 11 - 320 S PLUT AVE, Le Center, MN 56057 - PICNIC SHELTER			
Building	198,600	1,000	\$1,106.00
Total for LOCATION 11 - 320 S PLUT AVE, Le Center, MN 56057			\$1,106.00

LOCATION 12 - 180 S LEXINGTON AVE, Le Center, MN 56057 - COLD STORAGE

Building	242,800	1,000	\$320.00
Contents	37,000	1,000	\$73.00
Total for LOCATION 12 - 180 S LEXINGTON AVE, Le Cente			\$393.00

LOCATION 13 - 771 W SHARON ST, Le Center, MN 56057 - SKATING RINK/WARMING HOUSE

Building	113,100	1,000	\$473.00
Contents	1,000	1,000	\$4.00
Total for LOCATION 13 - 771 W SHARON ST, Le Center, M			\$477.00

LOCATION 14 - 320 S PLUT AVE, Le Center, MN 56057 - RESTROOMS, CONCESSION

Building	171,100	1,000	\$715.00
Contents	4,500	1,000	\$19.00
Total for LOCATION 14 - 320 S PLUT AVE, Le Center, MN			\$734.00

LOCATION 15 - SOUTH PARK, Le Center, MN 56057 - PARK

Property in the Open	523,447	1,000	\$2,552.00
Total for LOCATION 15 - SOUTH PARK, Le Center, MN 56			\$2,552.00

LOCATION 16 - CENTENNIAL PARK, Le Center, MN 56057 - PARK

Property in the Open	390,842	1,000	\$1,906.00
Total for LOCATION 16 - CENTENNIAL PARK, Le Center, M			\$1,906.00

LOCATION 17 - NORTH PARK, Le Center, MN 56057 - PARK

Property in the Open	101,445	1,000	\$495.00
Total for LOCATION 17 - NORTH PARK, Le Center, MN 56			\$495.00

LOCATION 18 - CITYWIDE, Le Center, MN 56057 - STREET LIGHTS ETC

Property in the Open	628,135	1,000	\$3,063.00
Total for LOCATION 18 - CITYWIDE, Le Center, MN 56057			\$3,063.00

LOCATION 19 - MAPLE AVE, Le Center, MN 56057 - IND PARK SIGN

Property in the Open	4,394	1,000	\$21.00
Total for LOCATION 19 - MAPLE AVE, Le Center, MN 560			\$21.00

LOCATION 20 - 630 CEDAR RIDGE AVE, Le Center, MN 56057 - WATER TOWER & WELL

Building	2,547,300	1,000	\$3,356.00
Contents	60,000	1,000	\$96.00
Total for LOCATION 20 - 630 CEDAR RIDGE AVE, Le Cente			\$3,452.00

LOCATION 21 - 411 N WATERVILLE AVE, Le Center, MN 56057 - RESTROOMS

Building	83,300	1,000	\$464.00
Total for LOCATION 21 - 411 N WATERVILLE AVE, Le Cent			\$464.00

LOCATION 22 - 200 E BOWLER ST, Le Center, MN 56057 - OFFICE BUILDING

Building	342,300	1,000	\$580.00
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Total for LOCATION 22 - 200 E BOWLER ST, Le Center, M			\$580.00
LOCATION 23 - 263 N LEXINGTON, Le Center, MN 56057 - GENERATOR			
Building	76,100	1,000	\$122.00
Total for LOCATION 23 - 263 N LEXINGTON, Le Center, M			\$122.00
LOCATION 24 - CITY WIDE, Le Center, MN 56057 - TRAFFIC/STREET SIGNS			
Property in the Open	209,378	1,000	\$1,021.00
Total for LOCATION 24 - CITY WIDE, Le Center, MN 5605			\$1,021.00
LOCATION 25 - SUNRISE PARK, Le Center, MN 56057 - PARK			
Property in the Open	16,471	1,000	\$80.00
Total for LOCATION 25 - SUNRISE PARK, Le Center, MN 5			\$80.00
LOCATION 26 - 410 E ROLLING HILLS DR, Le Center, MN 56057 - GENERATOR			
Building	66,800	1,000	\$107.00
Total for LOCATION 26 - 410 E ROLLING HILLS DR, Le Cen			\$107.00
LOCATION 27 - 660 S CORDOVA, Le Center, MN 56057 - GENERATOR			
Building	55,300	1,000	\$88.00
Total for LOCATION 27 - 660 S CORDOVA, Le Center, MN			\$88.00
LOCATION 28 - 263 LEXINGTON AVE, Le Center, MN 56057 - WELL HOUSE			
Building	79,000	1,000	\$155.00
Contents	349,600	1,000	\$684.00
Total for LOCATION 28 - 263 LEXINGTON AVE, Le Center,			\$839.00
LOCATION 29 - 90 W TYRONE ST, Le Center, MN 56057 - WATER TREATMENT FACILITY			
Building	2,973,200	1,000	\$2,843.00
Contents	1,834,500	1,000	\$1,754.00
Total for LOCATION 29 - 90 W TYRONE ST, Le Center, MN			\$4,597.00
LOCATION 30 - 70 E MINNESOTA, Le Center, MN 56057 - OFFICE/ 3 APT IN UPPER STORY			
Building	782,400	1,000	\$1,590.00
Contents	81,900	1,000	\$277.00
Total for LOCATION 30 - 70 E MINNESOTA, Le Center, MI			\$1,867.00
LOCATION 31 - CITY WIDE, Le Center, MN 56057 - FIRE HYDRANTS			
Building	590,591	1,000	\$707.00
Total for LOCATION 31 - CITY WIDE, Le Center, MN 5605			\$707.00
LOCATION 32 - SOUTH PARK, Le Center, MN 56057 - OUTDOOR SCOREBOARD			
Property in the Open	38,241	1,000	\$186.00
Total for LOCATION 32 - SOUTH PARK, Le Center, MN 560			\$186.00
LOCATION 33 - 320 S PLUT, Le Center, MN 56057 - GAZEBO - SOUTH PARK			
Building	21,600	1,000	\$120.00

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Total for LOCATION 33 - 320 S PLUT, Le Center, MN 5605	\$120.00
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LOCATION 34 - 320 S PLUT, Le Center, MN 56057 - PRESSBOX - SOUTH PARK

Building	40,700	1,000	\$227.00
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Total for LOCATION 34 - 320 S PLUT, Le Center, MN 5605	\$227.00
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LOCATION 35 - 660 S CORDOVA AVE, Le Center, MN 56057 - LIFT STATION - CORDOVA

Building	107,100	1,000	\$102.00
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Contents	76,900	1,000	\$74.00
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Total for LOCATION 35 - 660 S CORDOVA AVE, Le Center,	\$176.00
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LOCATION 36 - 410 E ROLLING HILLS DR, Le Center, MN 56057 - LIFT STATION - ROLLING HILLS

Building	107,100	1,000	\$102.00
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Contents	98,200	1,000	\$94.00
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Total for LOCATION 36 - 410 E ROLLING HILLS DR, Le Cen	\$196.00
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LOCATION 38 - 205 E DERRYNANE ST, Le Center, MN 56057 - POOL PIO

Property in the Open	75,000	1,000	\$366.00
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Total for LOCATION 38 - 205 E DERRYNANE ST, Le Center	\$366.00
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	Deductible	Premium
VEHICLE 1 - 1996 FORD TRUCK {6449}		
Liability	1,000	\$326.00
Physical Damage	1,000	\$141.00
Total for VEHICLE 1 - 1996 FORD TRUCK {6449}		\$467.00
VEHICLE 2 - 2004 FORD F-750 DUMP TRUCK {0199}		
Liability	1,000	\$326.00
Physical Damage	1,000	\$155.00
Total for VEHICLE 2 - 2004 FORD F-750 DUMP TRUCK {0199}		\$481.00
VEHICLE 3 - 2003 FORD F150 PICKUP {5601}		
Liability	1,000	\$127.00
Physical Damage	1,000	\$79.00
Total for VEHICLE 3 - 2003 FORD F150 PICKUP {5601}		\$206.00
VEHICLE 4 - 2003 CHEV 3500 SILVERADO {0279}		
Liability	1,000	\$127.00
Physical Damage	1,000	\$126.00
Total for VEHICLE 4 - 2003 CHEV 3500 SILVERADO {0279}		\$253.00
VEHICLE 5 - 1995 INT'L TRUCK {6901}		
Liability	1,000	\$326.00
Physical Damage	1,000	\$145.00
Total for VEHICLE 5 - 1995 INT'L TRUCK {6901}		\$471.00
VEHICLE 6 - 2005 FORD F150 4X4 TRUCK {4473}		
Liability	1,000	\$127.00
Physical Damage	1,000	\$92.00
Total for VEHICLE 6 - 2005 FORD F150 4X4 TRUCK {4473}		\$219.00
VEHICLE 7 - 2007 STERLING L7500 {9326}		
Liability	1,000	\$326.00
Physical Damage	1,000	\$173.00
Total for VEHICLE 7 - 2007 STERLING L7500 {9326}		\$499.00
VEHICLE 8 - 2006 FORD F150 TRUCK {6701}		
Liability	1,000	\$127.00
Physical Damage	1,000	\$85.00
Total for VEHICLE 8 - 2006 FORD F150 TRUCK {6701}		\$212.00
VEHICLE 9 - 2006 FORD CROWN VICT {2776}		
Liability	1,000	\$127.00
Physical Damage	1,000	\$125.00
Total for VEHICLE 9 - 2006 FORD CROWN VICT {2776}		\$252.00
VEHICLE 10 - 1979 FORD TANKER {2170}		

Liability	1,000	\$326.00
Physical Damage	1,000	\$120.00
Total for VEHICLE 10 - 1979 FORD TANKER {2170}		\$446.00

VEHICLE 11 - 2010 FORD EXPEDITION {9273}

Liability	1,000	\$127.00
Physical Damage	1,000	\$126.00
Total for VEHICLE 11 - 2010 FORD EXPEDITION {9273}		\$253.00

VEHICLE 12 - 2016 FORD EXPLORER {7594}

Liability	1,000	\$140.00
Physical Damage	1,000	\$140.00
Total for VEHICLE 12 - 2016 FORD EXPLORER {7594}		\$1,164.00

VEHICLE 13 - 2020 FORD EXPLORER POLICE INTERCEPT SPORT UTILITY VEHICL {1FM5K8AB1LGB84130}

Liability	1,000	\$530.00
Physical Damage	1,000	\$828.00
Total for VEHICLE 13 - 2020 FORD EXPLORER POLICE INTE		\$1,358.00

VEHICLE 14 - 2020 RAM 1500 CLASSIC TRADESMAN {3C6JR7DT4LG164706}

Liability	1,000	\$127.00
Physical Damage	1,000	\$155.00
Total for VEHICLE 14 - 2020 RAM 1500 CLASSIC TRADESM		\$282.00

VEHICLE 15 - 2020 RAM 1500 CLASSIC TRADESMAN Pickup {3C6JR7DT6LG164707}

Liability	1,000	\$127.00
Physical Damage	1,000	\$155.00
Total for VEHICLE 15 - 2020 RAM 1500 CLASSIC TRADESM		\$282.00

VEHICLE 16 - 2021 FREIGHTLINER M2 106 MEDIUM DUTY STRAIGHT TRUCK {1FVACYFE6MHMP3006}

Liability	1,000	\$592.00
Physical Damage	1,000	\$384.00
Total for VEHICLE 16 - 2021 FREIGHTLINER M2 106 MEDI		\$976.00

VEHICLE 17 - 2022 FORD POLICE INTERCEPTOR {1FM5K8AB5NGC24681}

Liability	1,000	\$530.00
Physical Damage	1,000	\$828.00
Total for VEHICLE 17 - 2022 FORD POLICE INTERCEPTOR {		\$1,358.00



LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

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

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

LMCIT Member Name: _____

Check one:

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

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

Date of member's governing body meeting: _____

Signature: _____ Position: _____



2022-2023 Premium Rates

The Board of Trustees evaluates loss projections every year to ensure premium rates are adequately set to respond to future claims experienced by the Trust's members. Here is information about premium rates going into effect for property/casualty coverages renewing on or after Nov. 15, 2022, and for workers' compensation coverages renewing on or after Jan. 1, 2023.

Property/casualty rates

What does property/casualty coverage include?

The Trust's coverage is tailored specifically for Minnesota cities and related entities like HRAs, joint powers organizations, and other special districts and instrumentalities, and it's generally broader than commercial policies. It includes coverage for things like loss or damage to city buildings, liability claims resulting from actions or incidents involving staff or elected officials, land use, sewer back-up liability, auto liability and auto physical damage, and cyber-related claims.

How does the Trust set rates?

Rates are set at a level to generate enough premium to cover 1) projected administrative expenses for the program; 2) expected claim costs for the year based on actuaries' calculations; and 3) a contingency margin to protect the Trust and its members from the possibility that losses will be higher than expected.

What do property/casualty rates look like for 2023?

Property/casualty rates will increase by an average rate of 5%.

Specific rate changes by coverage are as follows:

- Property rates will increase 5%.
- Liability rates will increase 5%.
- Auto physical damage rates will increase 5%.
- Auto liability rates will increase 5%.
- Excess liability (optional coverage) rates will increase 15%.
- No-fault sewer backup (optional coverage) rates will increase 20%.

What about other variables?

Members should note their premiums will be affected by other individual factors such as changes in expenditures, property values, payroll, experience ratings, and others. Contact the

Trust's underwriting specialists for questions about your specific rates.

Workers' compensation rates

What is workers' compensation coverage?

Workers' compensation provides coverage for members that have employees who are injured while in the course and scope of employment.

How does the Trust set rates?

Rates are set at a level to generate enough premium to cover 1) projected administrative expenses for the program; 2) expected claim costs for the year based on actuaries' calculations; and 3) a contingency margin to protect the Trust and its members from the possibility that losses will be higher than expected.

What are the rate changes for 2023?

Workers' compensation rates will increase by an average of 3% for renewals occurring in 2023. There will be an additional rate increase of 3% for the volunteer firefighter job class (for a total 6% rate increase), because rates for this class of employees is based on population served, which does not increase with inflation in the same manner that payroll does. Payroll is the rating base used for all other job classes.

Members and agents can contact their underwriter for member-specific details.

What about other variables?

Individual member premiums for the workers' compensation program will also be affected by other factors like changes in member expenditures, payrolls, experience rating, and other exposure measures. It's especially important to keep an eye on your experience mod if budgeting for workers' compensation premiums.

[Learn how experience ratings are used to adjust members' future premiums](#)

What role does PTSD play in workers' compensation rate increases?

PTSD claims now make up about 31% of the Trust's annual workers' compensation claim costs, with most of that arising from police claims. The majority of PTSD costs are attributable to covering lost wages for employees who do not return to work after their diagnosis.

What is the Trust doing to address PTSD costs?

The Trust understands pressures on city budgets faced with rising premium rates. The Trust and its members have taken a leading role — along with public safety professional organizations, other local government insurance pools across the country, and other significant stakeholders — to address workers' compensation costs associated with PTSD.

The Trust's PTSD specialist, hired in 2020, continues to work with Trust staff and external stakeholders on outreach and educational efforts with members to promote PTSD prevention and treatment among public safety personnel. The League of Minnesota Cities will continue to seek workable state legislative solutions that would relieve pressure on the workers' compensation system.

What can members do?

In addition to the financial burden posed on the workers' compensation system, PTSD has a dramatic impact on law enforcement staffing, departmental morale, and the well-being of affected employees and their families, friends, and communities. For tips on preventing, recognizing, and acknowledging PTSD within your city's law enforcement and first responder communities, please visit the Trust's [PTSD and Mental Health Toolkit](#).

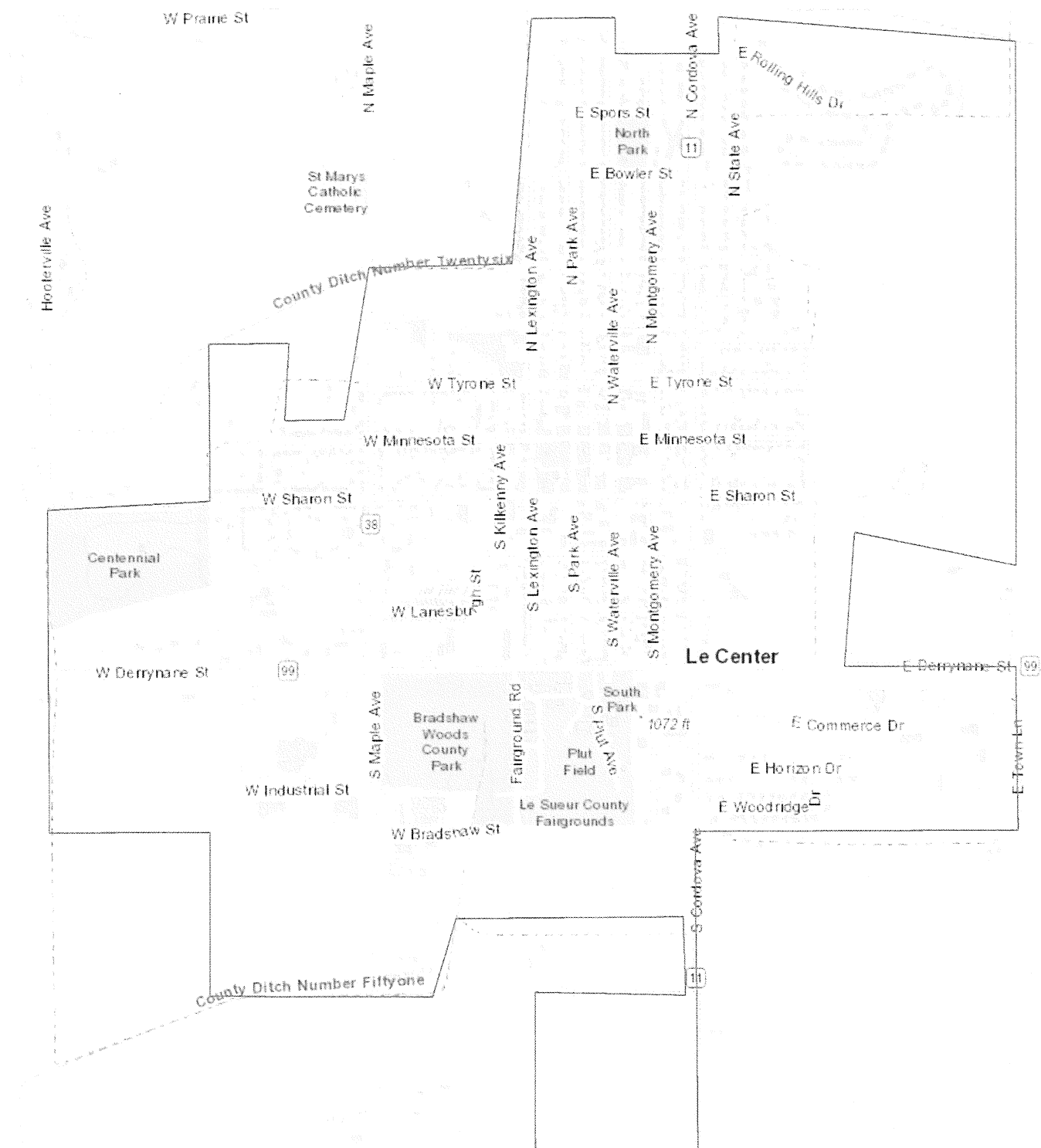
Understanding and implementing the action steps described in these resources can play significant roles in mitigating costly PTSD claims. Even more important, it will help return injured employees to a full and healthy life.

Your LMC Resource

Underwriters are available to assist with questions about coverages and more.

[Connect with Underwriters](#)

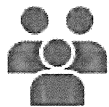
choose "Underwriting" under "Department"



PROFILE OF LE CENTER

LE SUEUR COUNTY, MINNESOTA

QUICK FACTS



2,562
Population
Estimate



964
Households



2.6
Avg. HH
Size



35.4
Median
Age



5.7%
Preschool
Age (0-4)



12.9%
Older Adult
Age (65+)



12.4%
Population
W/a disability

The City of Le Center is located in Le Sueur County in the state of Minnesota. As the county seat, Le Center is home to the county government center built in 1896 and the newly constructed justice center, and the county fairgrounds. The city limits are just under 1.7 square miles with about 200 undeveloped acres. With a population of 2,500, it is the fourth largest city within the county.

Le Center's proximity to other economic hubs.

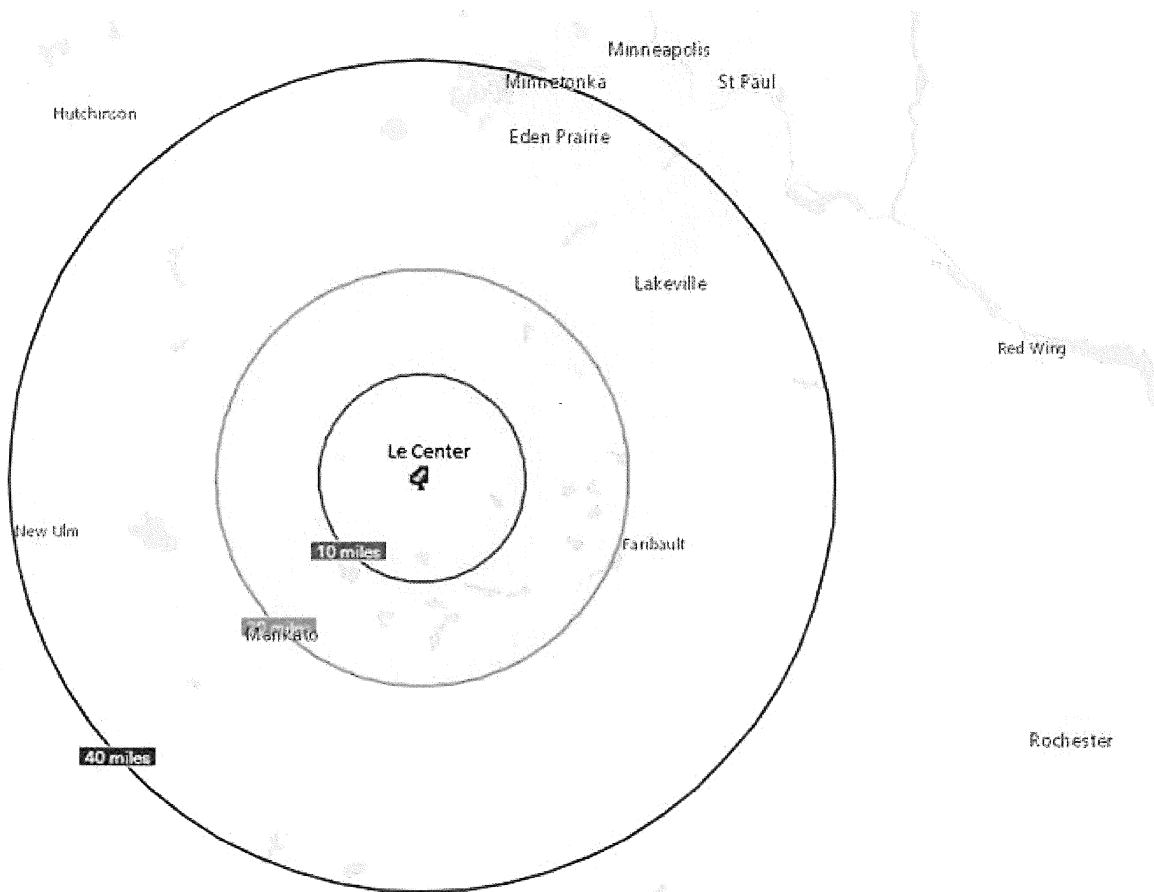
63 driving miles, 1 hour 15 minutes from Minneapolis

13 driving miles, 20 minutes from St. Peter

27 driving miles, 36 minutes from Mankato

39 driving miles, 54 minutes to Shakopee

84 driving miles, 1 hour 37 minutes from Rochester



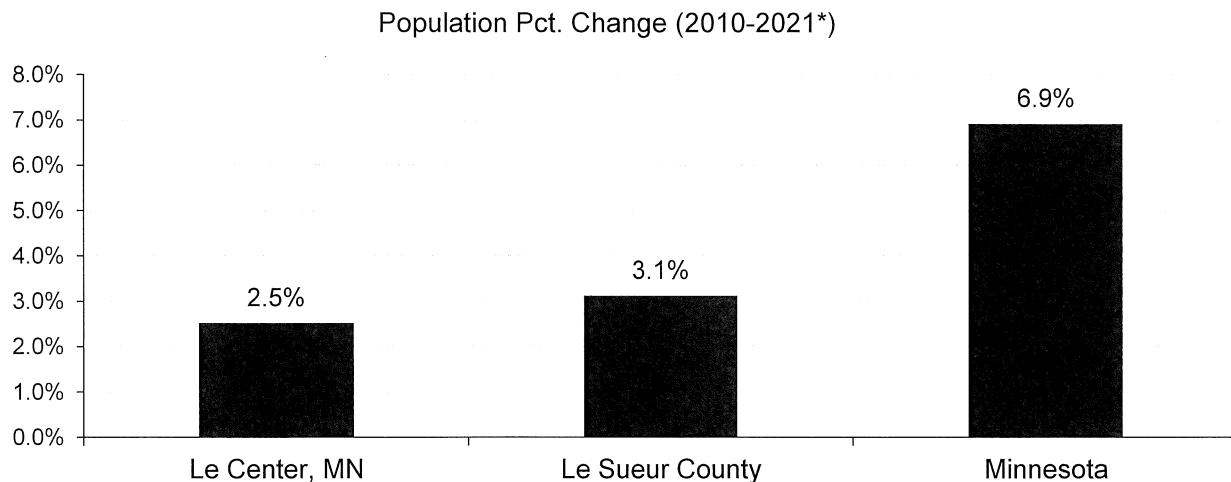
Readers Note

The data reported in this profile is primarily from the 2021 American Community Survey (ACS) 5-Year estimates. The U.S. Census Bureau ACS survey samples approximately 3.5 million addresses each year. The ACS creates period estimates, which means they represent the social, economic, housing, and demographic characteristics of the population over a specific data collection period. The 1-year estimates are for areas with populations of 65,000 or more and 5-year estimates are for all areas. The 5-year estimates aggregate 60 months of collected data making them less current but with small margins of error than 1-year estimates.

Additionally, the margin of error for the estimates are not reported. ACS estimates are based on a sample and are subject to sampling error. The margin of error measures the degree of uncertainty caused by sampling error and communicates the precision of the estimate at a given confidence level. The Census Bureau reports statistics at a 90 percent confidence level, meaning a 10 percent chance of incorrect inference for all estimates exists.

Population

Le Center had the lowest percentage of change in population from 2010 to 2021 when compared to the geographic boundaries of the county and state, gaining approximately 63 residents during the period.



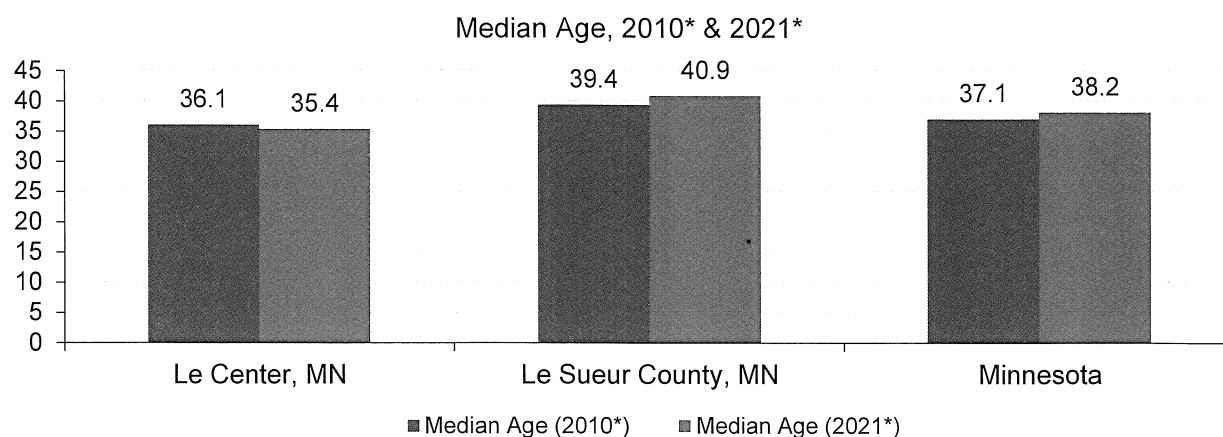
Source: U.S. Census 2010 Decennial Summary File 1; 2021 ACS 5-year estimate



Greetings From...

LE CENTER
Minnesota

Residents of Le Center are younger than those living in the county or the state. From 2010 to 2021, the median age estimate increased the most in Le Sueur County (3.8% increase) and decreased the most in Le Center (1.9% decrease).



* ACS 5-year estimates used. 2021 represents average characteristics from 2017-2021; 2010 represents 2006-2010.

The median age is reflective of the distribution of the population. All have about 23% of their respective populations under age 18, but Le Center has the highest percentage of residents in the 18-34 age category and the least over 65 years old.

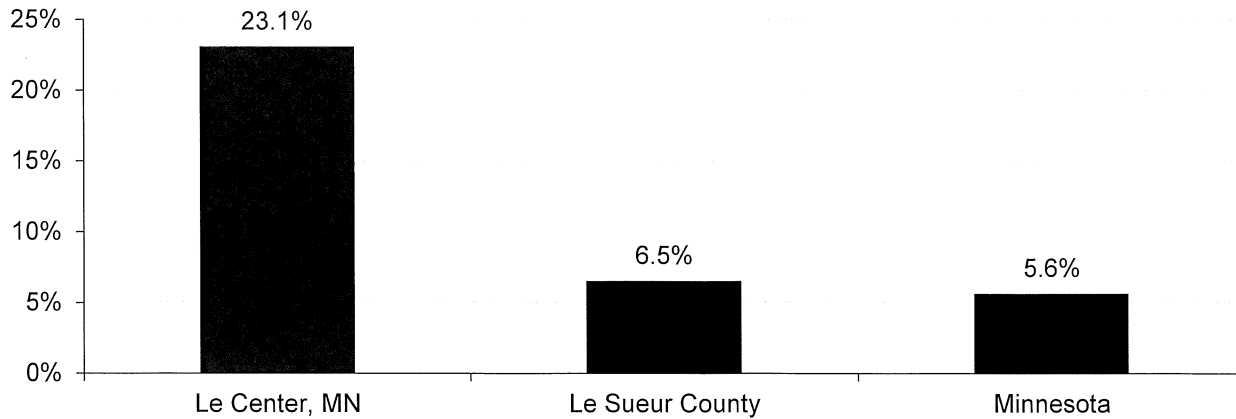
Percent of Total Population, 2021	Le Center	Le Sueur	Minnesota
Under 18	22.7%	23.9%	23.3%
18-34	26.8%	18.3%	22.1%
35-44	12.5%	12.9%	13.0%
45-64	25.1%	27.4%	25.6%
65 and over	12.9%	17.5%	15.9%

Le Center has more racial diversity among its residents than the county but less than the state.

Percent of Total Population, 2021	Le Center	Le Sueur	Minnesota
White alone	87.9%	94.0%	80.7%
Black or African American alone	0.0%	0.8%	6.6%
American Indian alone	0.0%	0.3%	0.9%
Asian alone	0.0%	0.4%	5.0%
Native Hawaii & Other Pacific Is. alone	0.0%	0.0%	0.0%
Some other race alone	7.3%	2.4%	2.1%
Two or more races	4.8%	2.2%	4.6%

In the 2017-2021 period, Le Center, MN had the highest estimated percentage of the population that self-identify as Hispanic or Latino of any race (23.1%), and Minnesota had the lowest (5.6%). The term “Hispanic” refers to a cultural identification; Hispanics can be of any race.

Hispanic Population, Percent of Total, 2021*



Le Center had the highest percentage of the population (civilian non-institutionalized) with a disability compared to the county and state.

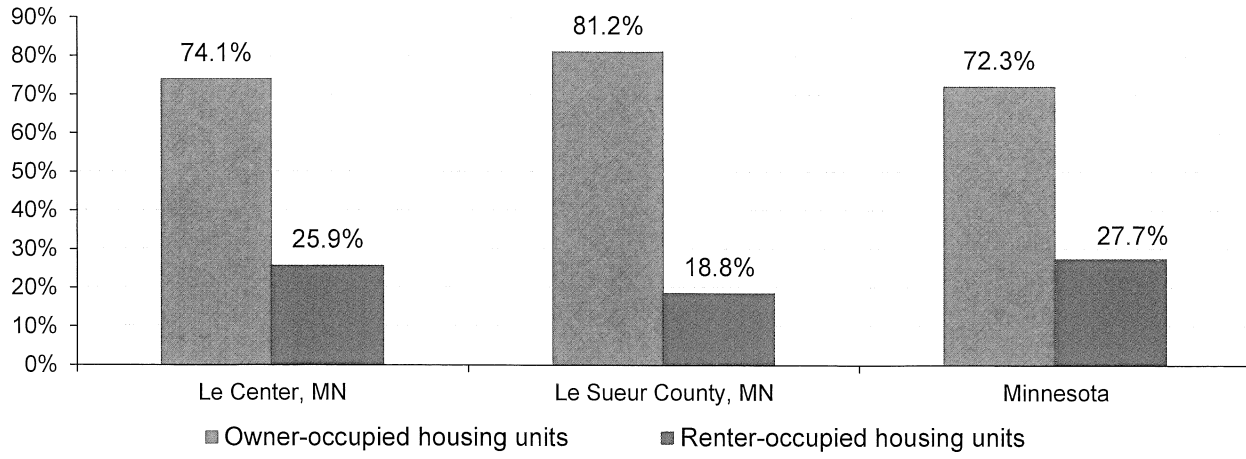
Percent of Civilian Noninstitutionalized, 2021	Le Center	Le Sueur	Minnesota
With a disability total	12.4%	11.0%	11.0%
With a hearing difficulty	2.4%	4.1%	3.4%
With a vision difficulty	1.4%	1.2%	1.6%
With a cognitive difficulty	6.2%	4.6%	4.7%
With an ambulatory difficulty	4.5%	4.3%	4.9%
With a self-care difficulty	1.5%	1.6%	2.1%
With an independent living difficulty	7.0%	3.8%	4.8%

Within the city limits of Le Center, there is an estimated 964 households with an average household size of 2.61, slightly higher than the county or state. A household is all the people who occupy a housing unit as their usual place of residence regardless of relation by birth, marriage, or adoption.

Percent of Total Households, 2021	Le Center	Le Sueur	Minnesota
Average household size	2.61	2.52	2.49
Households with one or more people under 18 years	30.4%	31.9%	29.8%
Households with one or more people 65 years and over	28.2%	31.1%	28.3%
Householder living alone	25.9%	23.6%	28.8%

Le Center has a higher percentage of households owning their housing unit than the state but less than the county.

Housing Tenure, Total Households, 2021*



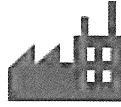
QUICK FACTS



\$60,833
Median HH
Income



15.9%
Bachelor's degree
or higher



133
Businesses



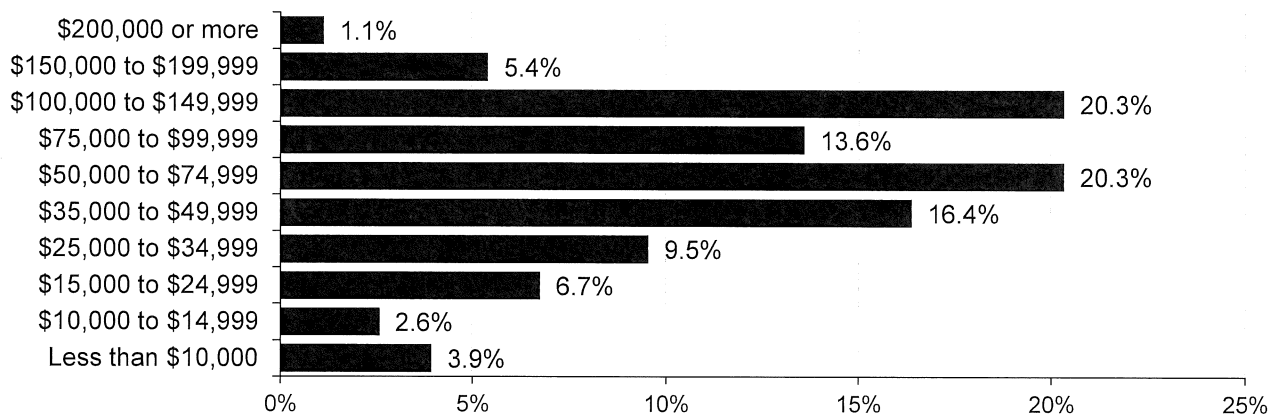
1,404
Employees



12.4%
Uninsured

Le Center had the lowest median household income of the three geographies being compared. The county had the highest estimated at \$80,425; followed by the state at \$77,706; rounded out by Le Center's households at \$60,833. In the 2017-2021 period, the income category with the most households was \$50,000 to \$74,999 and \$100,000 to \$149,000.

Household Income Distribution, Le Center, 2021*



Eighty Six percent of the population 25 years or older have graduated from high school or equivalent general education development (GED). Le Center has lower educational attainment percentages than that of the county and state.

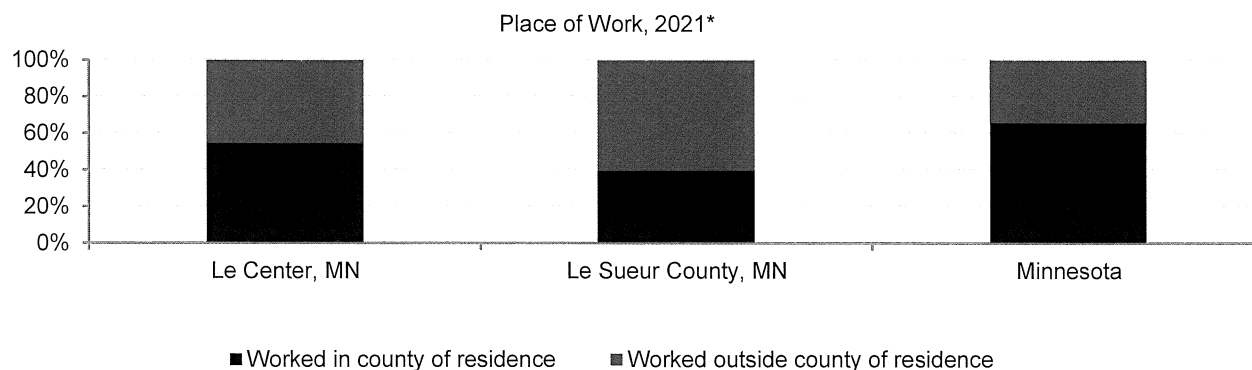
Percent of Total Population 25 yrs or older, 2021	Le Center	Le Sueur	Minnesota
No high school degree	13.6%	5.2%	6.4%
High school graduate	86.4%	94.8%	93.6%
Associates degree	14.8%	14.0%	11.6%
Bachelor's degree or higher	15.9%	23.8%	37.6%

Yet, Le Center has higher labor force participation rates among the educational attainment distinctions than the county and state in most. Overall, the labor force participation rate of the population 16 years or older in Le Center is 72.0%

Labor Force Participation by education attainment (Population 25 to 64 years old), 2021

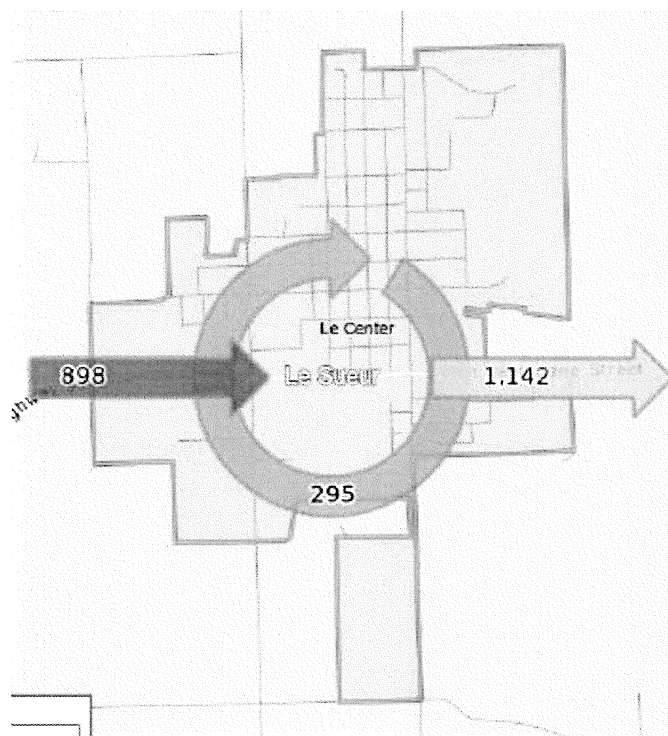
	Le Center	Le Sueur	Minnesota
No high school degree	85.6%	78.8%	66.6%
High school graduate	91.6%	85.6%	77.3%
Some college or associates degree	84.1%	88.0%	85.1%
Bachelor's degree or higher	94.0%	91.5%	90.3%

The top three industries of the Le Center civilian employed population 16 years or over are manufacturing (21.9%), Education, health care, & social assistance (20.5%), and Construction (16.0%). More than half (54.3%) are estimated to work within the county (not necessarily the city) and 45.7% worked outside the county.

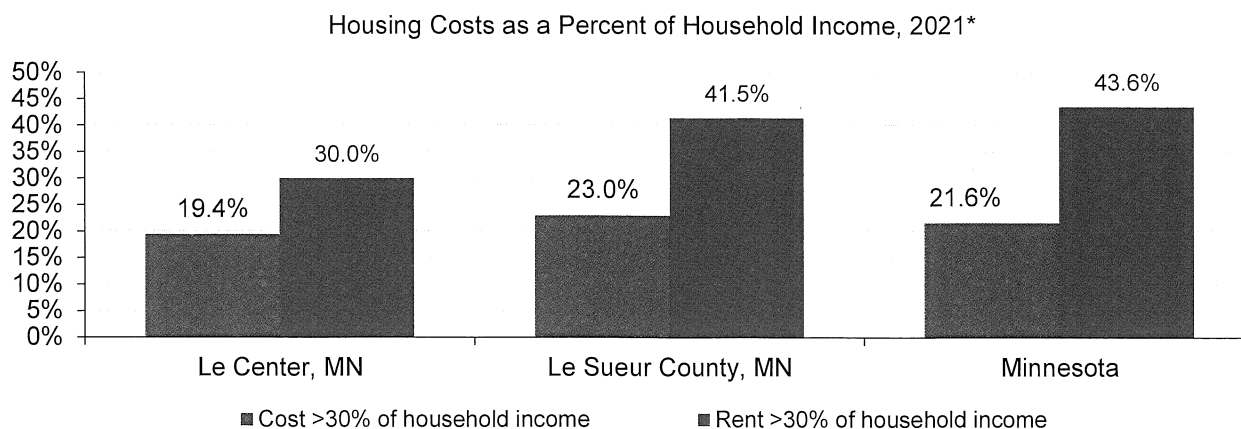


Sourced from ESRI, Le Center has 133 businesses within the community which employ 1,404. See supplement reports for more business dynamics.

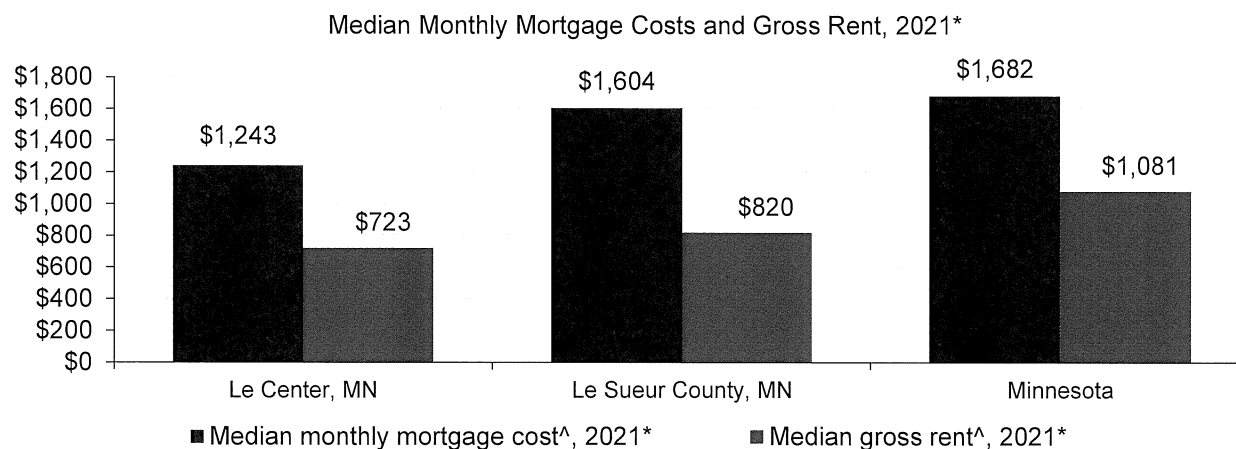
Using another tool from U.S. Census for 2019, 898 come to Le Center for employment, and 295 live and work within the community, while another 1,142 residents leave their community for employment elsewhere.



Residents of Le Center are not as cost burdened as the county and state for the owners and renters within the community.



Le Center residents are paying lower median mortgage and rental costs compared to the county and state.



About 12% of the population in Le Center are uninsured for health.

Percent of population health insurance coverage, 2021	Le Center	Le Sueur	Minnesota
Insured	87.6%	94.6%	95.4%
Uninsured	12.4%	5.4%	4.6%
Private coverage	56.7%	77.9%	76.0%
Public coverage	38.4%	33.2%	32.3%

LE CENTER
MUNICIPAL LIQUOR STORE

March 2022 Sales	\$82,758.81
March 2023 Sales	\$99,071.58
Increased	\$16,312.77
February Gambling	\$10,993.32
March C and N Sales	\$928.08

Revenue Sources March 2023

Beer	\$24,170.71
Offsale Beer	\$34,784.01
Liquor	\$11,545.25
Offsale Liquor	\$19,435.25
Wine	\$20.46
Offsale Wine	\$3,794.79
Food	\$1,710.57

March Recap

We had a very successful March. The weekend of the St. Patrick's Day celebration was great! With the bad weather, we still made \$375.55 more than in 2022. We had a band on St. Patrick's Day that was very successful and brought in a lot of new people in. We also had a pfeiffer tournament and a meat raffle too.

April Events

April has been off to a great start! We had a big first weekend and we didn't even have any events. We had our first night of free pool from 7pm to 10pm on Tuesday and that was a hit, as there were thirteen games played. On the 8th we have our customer appreciation event with a meat raffle and live music by Just Crista and Gary West. We have a pfeiffer tournament on April 15th and live music on Saturday, April 29th by Mellissa Shultz.

Municipal Liquor Store Receipts

	On Sale	Off Sale	Misc	Food	Int./ Fire Dept/ Comm	Total (- sales tax)
Jan-20	17,716	48,137	1,779	1335	4516	73,483
Feb	18,545	44,325	2,401	1070	3496	69,837
March	15,969	65,878	2,814	795	5418	90,874
April	35	76,597	2,873	208	2417	82,130
May	34	95,251	3,534	99	98	99,016
June	10,862	83,176	4,496	965	62	99,561
July	13,388	79,736	4,799	1074	2560	101,557
Aug	14,735	74,311	4,200	1029	5902	100,177
Sept.	15,370	64,144	3,433	1304	4110	88,361
Oct	18,880	66,282	2,896	1329	5322	94,709
Nov	10,726	66,918	3,022	829	8401	89,986
Dec	170	89,730	3,221	333	4886	98,340
Jan-21	13,619	67,984	2,588	795	45	85,031
Feb	17,822	54,258	2,685	884	4515	80,164
March	22,669	62,485	3,539	1466	5205	95,364
April	19,552	65,529	3,880	1236	8252	98,449
May	19,657	78,897	4,901	1229	8615	113,299
June	15,328	75,276	4,563	847	7099	103,113
July	17,186	76,231	4,903	1104	6544	105,968
Aug	15,666	69,051	5,694	945	6903	98,159
Sept	16,136	67,203	3,575	2570	7178	96,662
Oct	22,221	62,746	2,904	1471	7128	96,470
Nov	25,359	57,711	2,144	1481	7819	94,514
Dec	25,670	68,344	3,459	1347	6547	105,367
Jan-20	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

Le Center Police Department Monthly Activity Report MARCH 2023



Traffic Stop= 90

Warning= 81

Citation= 7

Security Check= 26

Medical= 26

Public Assist= 10

Assist Other Agency= 9

Parking Complaint= 7

Warning= 0

Citation= 7

Suspicious Activity / Person= 7

Adult / Child Protection Report= 7

Animal Complaint= 6

Firearm Permit to Purchase= 6

Domestic= 6

Child Custody= 5

Motor Vehicle Accident= 4

Informational= 4

Theft= 3

Welfare Check= 3

Driving Complaint= 3

Lost / Found Property= 3

911 Hang-up / Suspicious= 2

Harassment / Threat= 2

Property Damage= 2

Civil Issue= 2

Suicidal Person= 1

Alarm= 1

Trespassing= 1

Noise Complaint= 1

Unwanted Person= 1

Calls / Incidents= 238

Miles Patrolled= 4,679

Arrests= 3 (DWI= 2, Warrant= 1)

Comparison	2022	2023	Through March
Calls / Incidents	463	665	+ 43.6%
Miles Patrolled	8,743	12,142	+ 38.9%

NEWS RELEASE

Le Sueur County in Partnership with the City of Le Center receives \$45,275 Clean Water Fund Grant from BWSR

Le Center, Minnesota – The Minnesota Board of Water and Soil Resources (BWSR) approved \$11.6 million in Clean Water Fund grants on December 15th to improve water quality in lakes, rivers, streams and groundwater across the state. Le Sueur County in partnership with the City of Le Center received a \$45,275 Clean Water Fund Grant to seal an abandoned municipal well within the city limits of Le Center. This grant is one of 34 BWSR allocated this year to fund voluntary conservation projects, including those focused specifically on improving and protecting drinking water.

The Clean Water Fund receives 33% of the sales tax revenue generated by the Legacy Amendment. Minnesota voters approved the Clean Water, Land and Legacy Amendment in 2008 to protect, enhance, and restore wetlands, prairies, forests, and fish, game, and wildlife habitat; to preserve arts and cultural heritage; to support parks and trails; and to protect, enhance, and restore lakes, rivers, streams, and groundwater.

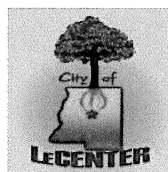
The City of Le Center was awarded two Source Water Protection Competitive Grants from the Minnesota Department of Health in 2021. The Source Water Protection Competitive Grants were able to locate and identify old municipal wells; one of which is now able to be sealed with this Clean Water Fund grant. This project is building off of existing efforts that the City of Le Center has undertaken for groundwater and drinking water protection.



Figure 1. Old Municipal Well #1

Le Sueur County plans to use the grant funding primarily for sealing the municipal well. Expenses related to the well sealing include: permit fee, mobilization, labor, equipment, and supplies. Additionally grant funding will also be utilized for education and outreach efforts to inform county residents about the project and how it will protect groundwater resources.

Le Sueur County and the City of Le Center will begin work in the summer of 2023. Applicants wanting to learn more should contact: Holly Bushman, Environmental Resources Specialist, 507-357-8540, hbushman@co.le-sueur.mn.us or visit the following website: <https://www.co.le-sueur.mn.us/523/Current-Projects>.



**CITY OF LE CENTER
RESOLUTION NO. 2023F**

A RESOLUTION AUTHORIZING GRANT ACCEPTANCE

WHEREAS, Minnesota Board of Water and Soil Resources Clean Water Grant Fund, provides grant funding to political subdivisions for the purposes of improving and protecting drinking water; and

WHEREAS, Le Sueur County Environmental Services Department in Partnership with the City of Le Center has submitted an application for the Grant; and

WHEREAS, the County & City has been notified that it has been awarded \$45,275 from the Clean Water Fund Grant to complete the project of sealing an unused and abandoned municipal well; and

WHEREAS, the city council has determined that it is in the best interests of the City to accept the Funding and proceed with the project subject to the terms and conditions of the Grant.

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

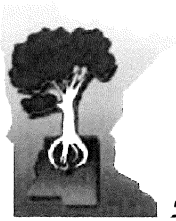
- 1) The City accepts the funding to complete the project of sealing the unused and abandoned municipal well.
- 2) The City understands there is a required grant match amount of \$11,319 or 25%.
- 3) City Administrator Dan Evans is hereby appointed as the City's Authorizing Agent related to the Grant and the project.
- 4) The Authorizing Agent is granted the authority to commit the City to any terms and conditions required to accept the Grant.
- 5) The Authorizing Agent is granted the authority and directed to execute any documents necessary to accept the Funding.
- 6) The Authorizing Agent shall serve as the City's official liaison with the entity issuing the Grant.
- 7) The Authorizing Agent is granted the authority to direct City staff in matters related to accepting the Grant and completing the project.

Adopted by the City Council of Le Center, Minnesota this 11th day of April 2023.

Christian Harmeyer, Mayor

Attest:

Dan Evans, City Administrator



CITY OF LE CENTER

Heart of Le Sueur County

10 West Tyrone St. • Le Center, MN 56057 • 507-357-4450

OFFICIAL OATH OF OFFICE

State of Minnesota
County of Le Sueur
City of Le Center

I, Mitchel Toltzman, do solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and that I will faithfully discharge the duties of the office of Full-Time Police Officer within and for the City of Le Center, in the County of Le Sueur, and the State of Minnesota, according to the best of my judgment and ability, so help me God.

Effective: 12:01 a.m. April 3, 2023.

Dated at Le Center, Minnesota, this 11th day of April 2023. Subscribed and sworn to before me this 11th day of April 2023.

Christian Harmeyer, Mayor

Witness: _____

Dan Evans, City Administrator

www.cityoflecenter.com

MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN) MUTUAL AID AGREEMENT

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

ARTICLE I PURPOSE

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

ARTICLE II DEFINITIONS

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

ARTICLE III ADMINISTRATION

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
 - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
 - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
 - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
 - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties

4. Powers. The Statewide Committee shall have the following powers:

- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
- b. To adopt policies and procedures to further the purpose of MnWARN;
- c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
- d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
- e. To establish a website to facilitate the Parties' use of MnWARN;
- f. To develop protocols, forms or procedures for Parties to request assistance;
- g. To develop educational materials; and
- h. To develop training materials and conduct training for Parties.

5. Meetings. The Statewide Committee shall hold meetings as follows:

- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
- b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

ARTICLE IV REQUESTS FOR ASSISTANCE

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

ARTICLE V RESPONDING PARTY PERSONNEL

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

ARTICLE VI COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

ARTICLE VII DISPUTES

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE IX DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE X WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.

ARTICLE XI INSURANCE

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

ARTICLE XII WITHDRAWAL

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

ARTICLE XIII INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

ARTICLE XIV NEW MEMBERS

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

ARTICLE XV GENERAL PROVISIONS MODIFICATION

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of _____, Minnesota

The City Council of _____, Minnesota duly approved this Agreement on the _____ day of _____, 20__.

By: _____
Its Mayor

And: _____
Its Clerk

**CITY OF LE CENTER
RESOLUTION NO. 2023G**

**RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO
MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)**

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them; and

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency; and

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of Le Center considers it to be in the best interests of the City of Le Center to be a party to the Agreement.

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

1. Authorizes the Mayor and City Administrator to sign this resolution evidencing the intent of City of Le Center to be a party to MnWARN.
2. City Administrator Dan Evans is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN.
3. City of Le Center agrees to comply with all terms of the Agreement.

Adopted by the City Council of Le Center, Minnesota this 11th day of April 2023.

Christian Harmeyer, Mayor

Attest:

Dan Evans, City Administrator

LE CENTER PLANNING COMMISSION
LE CENTER MUNICIPAL BUILDING
COUNCIL CHAMBERS
LE CENTER, MINNESOTA 56057
NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN-

Notice is hereby given that a **PUBLIC HEARING** shall be held:

DATE: Tuesday, April 4, 2024

TIME: 7:00 p.m.

PLACE: Le Center Municipal Building, Council Chambers, located at 10 West Tyrone Street, Le Center, MN 56057

PURPOSE: To consider applications and hear testimony from interested parties as provided by the Zoning and Subdivision Ordinances of the City of Le Center as described below:

WINCO Inc. – Sect-28 Twp-111 Range-024 11.60 AC W 13.02 AC OF S 19.8 AC IN SW COR OF SW 1/4 OF SW 1/4 LESS S 497.4 FT OF W 124.5 FT – 225 S Cordova Ave

Consideration shall be given for that of a Conditional Use Permit in accordance with sec. 46-491, A, for the purpose of installing a 9000 gallon liquid nitrogen tank. **PUBLIC HEARING SHALL BE HEARD FOR A CONDITIONAL USE PERMIT.**

Applicants/Owners/Representatives must be present for their applications to be considered.

Corey Block
Building Official/Assistant Zoning Administrator

**CITY OF LE CENTER
RESOLUTION NO. 2023H**

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR WINCO INC.

WHEREAS, applicant WINCO Inc., is requesting a Conditional Use Permit (CUP) in accordance with section 46-491 of Le Center Code of Ordinances, for the purpose of installing a 9000-gallon liquid nitrogen tank; and

WHEREAS, the property address is 225 S Cordova Ave, Le Center, MN 56057; and

WHEREAS, the legal description for the subject property is Sect-28 Twp-111 Range-024 11.60 AC W 13.02 AC OF S 19.8 AC IN SW COR OF SW 1/4 OF SW 1/4 LESS S 497.4 FT OF W 124.5 FT; and

WHEREAS, following a public hearing on the application, the City of Le Center Planning and Zoning Commission recommend approval of the CUP on April 4, 2023; and

WHEREAS, The City Council of the City of Le Center reviewed the requested CUP at its meeting on April 11, 2023.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE CENTER, MINNESOTA, that it does hereby approve the request of WINCO Inc. for a Conditional Use Permit, based upon the following findings pursuant to section 46-491 of the Le Center Code of Ordinances.

1. Multiple 2,000 gallon tanks would have been permitted to be set without a CUP.
2. In the event of age and use related failure, one large tank would have less functioning parts than multiple smaller tanks.
3. Nitrogen is the main component of the air we breathe.
4. Liquid Nitrogen is non-toxic, non-flammable, non-combustible, and the greatest hazard of the product is to those handling it.
5. As a liquid it is heavier than air, however, Nitrogen gas is lighter than air. The weight of pure nitrogen is 3% less than that of air; therefore, as a liquid it evaporates and spreads at the same time, but as it evaporates it disperses into the air rapidly.
6. The volume in the tank will last an estimated 35-45 days; therefore, leaks could be detected while filling the tank or detected based on use.

7. The tank will be leased and will have a maintenance inspection from the lessor.

FURTHER BE IT RESOLVED, that the following conditions of approval of the Conditional Use Permit shall be met.

1. WINCO Inc. maintains and retains the record of the inspections.
2. The frequency of the maintenance inspections is based on the lessor and manufacturers requirements.

Adopted by the City Council of Le Center, Minnesota this 11th day of April 2023.

Christian Harmeyer, Mayor

Attest:

Dan Evans, City Administrator

**CITY OF LE CENTER
ORDINANCE NO. 2023-1**

AN ORDINANCE ESTABLISHING A FEE SCHEDULE

WHEREAS, Minnesota Law provides that municipalities may enact an Ordinance establishing a Fee Schedule for governmental actions, permits, licenses, zoning matters, utility rates, and other governmental functions; and

WHEREAS, said Fee Schedule may, from time to time, be reviewed by the City Council and Amended in the City Council's discretion.

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

1. The City of Le Center shall charge fees listed below as hereinafter set forth:

LICENSES/PERMITS & GENERAL FEES	
Peddler, Solicitors and Transient Merchants	Day: \$25.00 Annual: \$125
Food Stand	Day: 25.00 Annual: \$200
Golf Cart	3 year: \$30.00
Miscellaneous Past Due Invoices	10% of balance
Non-sufficient Funds (NSF)	\$30.00
Data Request/Search	Staff Time
Copies – Black & White	\$.25 per page
Copies – Color	\$.50 per page
<i>No charge for copies less than \$10.00</i>	

BEER/LIQUOR LICENSES & RENEWALS	
On-Sale Liquor	\$1500.00
Temporary On-Sale Liquor, For Special Events	\$100.00
Temporary On-Sale 3.2% Malt Liquor, For Special Events	\$25.00
Club License	\$100.00
Sunday Liquor	\$200.00
On-Sale Wine & Strong Beer License	\$100.00

RENTAL LICENSES –3 YEARS	
Base Fee Per Building	\$50.00
0-7 Units	\$22.00 per unit
8-13 Units	\$20.00 per unit
14 + Units	\$18.00 per unit
Re-inspection Fee	\$47.00 per unit
Rental/Renewal Application Late Fee after October 31 st	\$20.00
Failure to Renew Rental License	
By February 1 st	\$100.00
By March 1 st	\$200.00
By April 1 st	\$300.00

BUILDING PERMIT FIXED FEES		MN Surcharge
Window Replacement	\$54.00	\$1.00
Re-siding	\$64.00	\$1.00
Re-roofing	\$64.00	\$1.00
Demolition	\$69.00	\$1.00
Manufactured Home Installation	\$69.00	\$1.00
Deck	\$144.00	\$1.00
Lower-Level Finish	\$144.00	\$1.00
Existing Foundation Anchors/Bracing	\$144.00	\$1.00
Existing Foundation Drain Tile/Sump	\$104.00	\$1.00
Drain Tile + Foundation Anchoring (completed together)	\$144.00	\$1.00
Below Ground Pool	\$304.00	\$1.00
Bathroom Finish/Refinish	\$64.00	\$1.00
Mechanical/Plumbing		
Water Heater	\$34.00	\$1.00
Air Conditioner	\$34.00	\$1.00
Furnace	\$34.00	\$1.00
BUILDING PERMIT FEES BASED ON VALUATION		
VALUATION		PERMIT FEE
\$ 1.00 -	\$ 500.00	\$ 23.50
\$ 501.00 -	\$ 2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$ 2,001.00 -	\$ 25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$ 25,001.00 -	\$ 50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00

\$ 50,001.00 - \$ 100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$ 100,001.00 - \$ 500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$ 500,001.00 - \$ 1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$ 1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof.
Each permit based on valuation will include an additional Plan Review Fee and State Surcharge . The valuation shall include the cost of labor and materials and shall be determined by the Building Official.	
BUILDING PERMIT RELATED FEES	
Plan review	65% of permit fee
Working without a permit	200% of permit fee
Reactivate expired permit (no changes made)	Up to 50% of original permit fee
Inspections outside of normal business hours (minimum charge – two hours)	\$47.00 per hour *
Re-inspection fees	\$47.00 per hour *
Inspection for which no fee is specifically indicated (minimum charge – two hours)	\$47.00 per hour *
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge – two hours)	\$47.00 per hour *
For use of outside consultants for plan checking and inspection, or both	Actual Cost **
* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
** Actual costs include administrative and overhead costs.	

PLANNING AND ZONING	
Zoning Permit Fixed Fees	
Residential Driveway Construction Permit	\$50.00
Shed Under 200 Square Feet	\$50.00
Zoning Permit Fees Base on Valuation	
\$0-\$400.00	\$15.00
\$401.00-800.00	\$20.00
\$801.00-\$1,000.00	\$25.00
\$1001.00-\$2,000.00	\$35.00

\$2,001.00-\$4,500.00	\$50.00
\$4,501.00-\$10,000.00	\$100.00
\$10,001-\$30,000.00	\$200.00
\$30,001 and up	\$300.00
Working Without a Zoning Permit	200% permit fee
Annexation Petition Request	\$500.00
Easement, Vacation Request	\$500.00
Conditional Use Permit	\$350.00
Variance Request	\$350.00
Rezone Request	\$400.00
Zoning Ordinance Amendment Request	\$400.00
Park Land Dedication Payment (In Lieu of Land Dedication)	5% of land valuation
Conceptual/Concept Review (Sketch Plan)	\$200.00
Subdivision/Plat - Preliminary Plat Application + \$10 per lot over 12 lots	\$750.00
Subdivision/Plat – Final Plat Application + \$10 per lot over 12 lots	\$350.00
Subdivision/Plat – Minor Subdivision Application (1-2 lots)	\$100.00
Administrative Lot Combination/Split	\$30.00
Right-of-Way Permit (ROW)	
Hole	\$90.00
Trench / Bore + Hole Fee	\$.20 per linear ft.
Obstruction Permit up to 7 days	\$50.00
Permit Extension up to 7 days	\$50.00
<i>In addition to the fees listed above, other consultant fees could be charged on an actual cost basis (i.e. City Engineer, City Attorney, Planning Consultant, Le Sueur County Recording Fees).</i>	

POLICE DEPARTMENT FEES & ADMINISTRATIVE FINES	
Police Report	\$5.00
Color Photos For A Police Report	\$5.00
DL (Driver's License) Check	\$5.00
Paper Service	\$10.00
Civil Standby: Less Than 1 Hour; Free	\$25.00 per additional hour
Parking Violation	\$25.00
Animal at Large:	
1 st Offense	\$50.00
2 nd Offense	\$100.00
3 rd Offense	\$150.00
Pet Nuisance	\$40.00
Public Nuisance Generally: High Grass, Sidewalk Debris Removal (minimum charge one hour)	\$75.00 per hour
Clean-up of Blight	Actual Cost

RESIDENTIAL & COMMERCIAL UTILITY RATES	
Water	
Monthly Base Fee	\$19.00 per unit
Tiered Usage Rate:	
0 – 3,000 gallons used	5.50 per 1,000 gallons
3,001 – 6,000 gallons used	5.80 per 1,000 gallons
6,001 + gallons	6.00 per 1,000 gallons
Bulk Water *minimum charge of 1,000 gallons per fill	\$35.00 per 1,000 gallons
MN Water Test	\$9.72 per year
Meter Rent (Monthly)	
5/8”-3/4”	\$1.25
1”	\$2.25
1 1/4”	\$3.35
Above 1 1/4”	Actual Cost
Sanitary Sewer	
Monthly Base Fee	\$15.11 per unit
Usage Rates	\$4.82 per 1,000 gallons used
Sump Pump Non-compliance Surcharge	\$100.00 per month
Radio Read Meter Non-compliance Surcharge	\$100.00 per month
Refuse	
33-gallon bag	\$2.25 per bag \$22.50 pack of 10
40-gallon bag	\$3.00 per bag \$30.00 pack of 10
Solid Waste Fee	\$7.00 per month

UTILITY ADMINISTRATIVE FEES	
Finance Charge for Unpaid Balance on Bills Past Due	15%
Frozen/Damaged Meter Repair	Actual Cost
Water Meter Test Request	\$50.00 per meter + Actual Cost
Delinquent Utilities Levied on Real Estate	Balance + 8% Interest
Water Reconnection Fee	\$100.00
Water Access Fee (WAC)	\$1000.00
Sewer Access Fee (SAC)	\$1500.00

PUBLIC WORKS DEPARTMENT - EQUIPMENT & OPERATOR RATES	
<i>Equipment may be made available for rental only upon the approval of the Public Works Superintendent or their representative and at the rates hereby designated. Rentals are made at the convenience of the City for a min. of one hour. A City employee must operate all equipment when rented as determined by the City.</i>	
Equipment	Hourly Rate

Trailer Mounted Pump 6"	\$50.00
Trailer Mounted Pump 4"	\$40.00
Small Trash Pump 3"	\$25.00
Jetter	\$100.00
Portable Generator (15kw Katolight)	\$30.00
Single Axle Dump Truck (sterling)	\$50.00
Payloader (Volvo)	\$75.00
Street Sweeper (Global)	\$65.00
Garbage Truck	\$65.00
Pickup Truck (1/2 ton)	\$20.00
1 Ton Dump Truck (3500 Chevy)	\$35.00
Chain Saw	\$6.00
Paint Striper	\$20.00
Concrete Saw	\$6.00
Pole chain Saw	\$6.00
Blacktop Roller	\$35.00
Tractor (Massey)	\$30.00
Sander	\$50.00
Weed Trimmer	\$6.00
Skid Loader Attachments	\$15.00
Tractor Attachments	\$15.00
Lawn Mower Use	\$50.00
Personnel	
Equipment Operator	\$55.00
Labor/Ground Worker	\$50.00

Pool	
Daily Pass	
Baby Pool Accompanied by an Adult	\$3.00
Children (17 years of age and younger)	\$5.00
Adults	\$5.00
Senior Citizen (50 years of age and older)	\$3.00
Punch Card (10 admittances / adults only)	\$35.00
Season Pass	
Individual	\$150.00
Family (up to 4 children and 2 parents from the same household)	\$225.00
Each additional child from the same household	\$50.00 per child
Lessons	\$50.00
Private Party Rentals	
Up to 40 Swimmers	\$150.00
Up to 75 Swimmers	\$175.00

Adopted by the City Council of Le Center, Minnesota this 9th day of May 2023.

This Ordinance shall become effective upon publication in the official newspaper as required by law.

Christian Harmeyer, Mayor

Attest:

Dan Evans, City Administrator