

**CITY OF LE CENTER  
REGULAR COUNCIL MEETING  
TUESDAY, AUGUST 8, 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 July 11, 2023
- B) Approval of Bills to be Paid
- C) Approval of Resolution No. 2023U A Resolution Accepting a \$1500.00 Donation to the Ron Germscheid Memorial Park from the Le Center Lions Club

**5. PUBLIC HEARING**

- A) On Interim Ordinance 2023-3 An Ordinance Prohibiting The Sale, Testing, Manufacturing, Cultivating, Growing, Transporting, Delivery, And Distribution Of Cannabis Products In The City Of Le Center

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

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

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

- A) E.D.A. Report – Dan Evans
- B) P & Z Report – Corey Block
- C) Liquor Store Report – Rebecca Vikla
- D) Police Report
- E) Public Works Report
- F) Pool Report – Dorothy Dinwiddie
- G) Le Sueur Co. Commissioner Updates – Dave Preisler
- H) Fair Board Association – Nancy Stauff

**8. OLD BUSINESS**

- A) Approve Chief of Police Employee Agreement for Mitch Overn

- B) 2<sup>nd</sup> Reading & Approval of Interim Ordinance 2023-3 An Ordinance Prohibiting The Sale, Testing, Manufacturing, Cultivating, Growing, Transporting, Delivery, And Distribution Of Cannabis Products In The City Of Le Center
- C) Approval of Summary Publication for Interim Ordinance 2023-3

**9. NEW BUSINESS**

- A) Approve Purchase of City Owned 2006 Ford Crown Victoria for \$500.00 by Kevin Huber
- B) Lease is Ending at City Owned Commercial Building located at 200 East Blower St. Discuss Next Steps
- C) 1<sup>st</sup> Reading of Ordinance 2023-4 An Ordinance Prohibiting The Use of Tetrahydrocannabinol (THC) Products in Public Places
- D) Set Public Hearing for Ordinance 2023-4 for September 12, 2023 at 7:00 p.m.

**10. ADMINISTRATION & OTHER BUSINESS.**

- A) Reminder of Budget Workshop for August 22<sup>nd</sup> at 6:00 p.m.

**11. ADJOURNMENT**

**CITY OF LE CENTER  
REGULAR COUNCIL MEETING  
TUESDAY, JULY 11, 2023 – 7:00 PM  
10 W. TYRONE ST. LE CENTER, MN 56057**

**\* MINUTES \***

**1. CALL TO ORDER**

Present: Mayor Christian Harmeyer, Council Members Nathan Hintz, Collin Scott  
Absent: Council Members Jennifer Weiers, Dan Steffen  
Staff Present: City Administrator Dan Evans, Public Works Superintendent Dan Steinborn,  
Liquor Manager Becky Vikla  
Others Present: None

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF THE AGENDA**

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

**4. CONSENT AGENDA**

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

- A) Approval of Minutes from the Regular Council Meeting held on June 13, 2023
- B) Approval of Minutes from the Special Council Meeting held on June 28, 2023
- C) Approval of Bills to be Paid
- D) Approval of Resolution No. 2023P A Resolution Authorizing City Staff to Apply for a Grant Through Minnesota Department of Health Drinking Water Protection Program for Lead Service Line Inventory Technical Assistance

**5. PUBLIC COMMENT**

None

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

- A) E.D.A. Report – Evans no report
- B) P & Z Report - Director Block no report
- C) Liquor Store Report - Manager Becky Vikla stated that June 2023 sales were \$108,893. June sales in 2022 were \$103,041. Sales were up \$5,851 from 2022. May gambling proceeds were \$7,685. June recap: Bean Bag tournament, Live Music by GTX Duo, Grad Parties. July Events: 4<sup>th</sup> of July, Live Music by Todd Jindra.

D) Police Report – Evans reported on the police activities for the month of June.

E) Public Works Report - Public Works Superintendent Steinborn reported the following:

- City-Wide Clean-up day on June 17<sup>th</sup> had a total of 21 tons of garbage that was hauled away with a total price of \$4,226 including all labor. It was recommended that staff continue to run this clean-up day program on a yearly basis. Steinborn will work with LJP to set a date for next year.
- Chip sealing is set to beginning next week and door knockers will be placed to let effected residents know.
- Mill and overlay for Cordova is scheduled for the first part of August.

F) Pool Report – Pool Manager Dorothy Dinwiddie reported on the pool activities for the month of June: Lessons/passes \$22,530. Daily \$5,720. Concessions \$1,857. Month deposits \$30,107. Repairs are complete and new hot water heater is working well. There is still a shortage of lifeguards and scheduling on the weekends can be difficult. Dinwiddie indicate that the outfit that applied our new epoxy flooring is no longer in business, but the product is nationwide, and that company will stand behind the lifetime warranty.

G) County Fair Board update – Nancy Stauff said the following attractions will be at the County Fair this year: Axe throwing in a portable trailer and can have two people throwing at time, new bleachers are being set up in the demo derby area. Take-n-bake contest on Sunday.

## 7. OLD BUSINESS

- A) Evans summarized Attorney Moran's memorandum to the council in regards to labor negotiations with Mitch Overn as the next Police Chief. Evans indicated the following as the framework for a formal employee agreement to follow: Base rate of pay would be \$105,000 per year based off a 2080 hour work year or 40 hours per week, 80 hours per pay period. There would be a 5% COLA increase in January. He would be credited with 21+ year of service for vacation time to be accrued at the regular city rate of 7.70 hours per pay period equaling 25 days per year. He would start out with a bank of 12 days' vacation. This follows current City policy. He would receive sick time to be accrued at the rate of 1 day per month or 12 days per year. He would start out with a bank of 6 days' sick. This follows current City policy. He would be entitled to comp time at an hour-for-hour basis for any hours worked over 40 per week with a maximum accrual of 90 hours. There would be no initially banked comp time. He would receive health insurance per city policy. \$1050 uniform allowance, the current amount offered to all full-time officers per current City policy. Start date would be September 1, 2023. Motion by Hintz, seconded by Scott to approve Mitch Overn's conditional offer of employment. All in favor, motion carried.
- B) Mayor Harmeyer stated that no one turned in a city logo artwork submission. Evans advised that three (3) concept logo designs were submitted from Little Sugar Designs at the request of Evans. Council and Staff will continue to work with the designer to refine the best concepts and ideas. This topic will be tabled for now.

- C) 2nd Reading & Approval of Ordinance No. 2023-2 An Ordinance Approving a Rezoning of Real Estate and Amending Document 306280, The City of Le Center Zoning Map. Motion by Scott, seconded by Hintz to approve. All in favor, motion carried.

## **8. NEW BUSINESS**

- A) Motion by Hintz, seconded by Scott to approve Resolution No. 2023Q A Resolution Approving a Conditional Use Permit for a New & Used Automobile Sales. All in favor, motion carried.
- B) Motion by Scott, seconded by Hintz to approve the Memorandum of Understanding (MOU) from Minnesota Teamsters Public & Law Enforcement Employees' Union Local No. 320. All in favor, motioned carried.
- C) Motion by Hintz, seconded by Scott to approve the 2023 Municipal Maintenance Agreement between the Le Sueur County and the City. All in favor, motioned carried.
- D) Motion by Scott, seconded by Hintz to approve Resolution No. 2023R A Resolution Approving Parcel ID No. 20.670.0010 to go to Public Auction for Non-Payment of Property Taxes. All in favor, motion carried.
- E) Motion by Hintz, seconded by Scott to approve Resolution No. 2023S A Resolution to Approve the Interior Restoration & Painting of the Water Treatment Plant Quote by Mean of Direct Negotiations. TMI was awarded the work for \$117,500 to be paid from the American Rescue Plan Act Dollars. All in favor, motion carried.
- F) Motion by Hintz, seconded by Scott to approve Resolution No. 2023T A Resolution to Approve the Interior Remodel and Roof Repair of the Emergency Management / Conference Room Quote by Means of Direct Negotiations. Woelfel Building Construction, Inc. was awarded the work for \$25,692 to be paid from the General Fund. All in favor, motion carried.
- G) 1st Reading of Interim Ordinance 2023-3 An Ordinance Prohibiting The Sale, Testing, Manufacturing, Cultivating, Growing, Transporting, Delivery, And Distribution Of Cannabis Products In The City Of Le Center. Evans explained that this Interim Ordinance would be in effect up to January 1, 2025, but would give the City an opportunity to review model ordinances on cannabis and make sure all the necessary additional zoning guidelines were in place.
- H) Motion by Scott, seconded by Hintz to Set a Public Hearing for Interim Ordinance 2023-3 for August 8, 2023, at 7:00 p.m. All in favor, motioned carried.

**9. ADMINISTRATION & MISC.**

- A) Motion by Hintz, seconded by Scott to set the Budget Workshop Meeting for August 22, 2023, at 6:00 p.m. All in favor, motion carried.
- B) Mayor Harmeyer wanted to remind everyone that the Ron Gernscheid Memorial Park (formally North Park) Dedication will take place August 1, 2023 at 5:30 p.m.

**10. ADJOURNMENT**

There being no further business; Motion by Hintz, Seconded by Scott, for Mayor Harmeyer to adjourn the meeting at 7:50 p.m. All in favor, motion carried.

Dan Evans, Administrator

## CITY OF LE CENTER

08/04/23 9:14 AM

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## Bills Report

DEPT Descr	Search Name	Check Nbr	Amount	Comments
FUND 101 General Fund				
	INTERNAL REVENUE SERVICE	000145	\$5,266.36	6-15 payroll F/W/H
	INTERNAL REVENUE SERVICE	000147	\$2,801.79	6-30-23 Payroll FICA
	INTERNAL REVENUE SERVICE	000147	\$1,363.28	6-30-23 Payroll Medicare
	INTERNAL REVENUE SERVICE	000147	\$4,279.48	6-30-23 Payroll F/W/H
	INTERNAL REVENUE SERVICE	000145	\$1,744.60	6-15 payroll Medicare
	INTERNAL REVENUE SERVICE	000144	\$4,003.45	7-15 Payroll FICA
	INTERNAL REVENUE SERVICE	000144	\$1,433.98	7-15 Payroll Medicare
	INTERNAL REVENUE SERVICE	000144	\$4,525.40	7-15 Payroll F/W/H
	INTERNAL REVENUE SERVICE	000145	\$4,917.86	6-15 payroll FICA
	COMMISSIONER OF REVENUE-SWH	000148	\$4,332.60	S/W/H-June 2023
	PUBLIC EMPLOYEES RETIREMENT-GE	046233	\$48.27	PERA- error May 2023
	PUBLIC EMPLOYEES RETIREMENT-GE	046281	\$14,405.74	PERA-July 2023
	METROPOLITAN LIFE INSURANCE	046279	\$1,059.78	Insurance
	MN TEAMSTERS LOCAL NO. 320	046304	\$132.48	Police union dues
DEPT			\$50,315.07	
Administration	DELTA DENTAL OF MINNESOTA	046242	\$95.00	Insurance
Administration	AMERICAN SOLUTIONS FOR BUS	046265	\$942.46	General & Payroll checks
Administration	BUSINES ESSENTIALS	046241	\$24.99	Supplies
Administration	AMERICAN SOLUTIONS FOR BUS	046237	\$511.75	enevelopes/letterhead
Administration	BUSINES ESSENTIALS	046269	\$19.71	supplies
Administration	BUSINES ESSENTIALS	046269	\$11.56	supplies
Administration	BOLTON & MENK, INC.	046268	\$1,158.00	At & T
Administration	BOLTON & MENK, INC.	046268	\$289.50	T-Mobil
Administration	CHRISTIAN, KEOGH & MORAN	046317	\$577.50	Attorney Fees
Administration	QUADIENT FINANCE USA INC	046254	\$140.00	Postage
Administration	LE SUEUR COUNTY RECORDER	046249	\$92.00	Ord # 2023-2 / Resolution 20232
Administration	METRO FIBER NET LLC	046278	\$147.27	Utilities
Administration	APG MEDIA OF SOUTHERN MN	046238	\$34.23	Adv
Administration	CENTERPOINT ENERGY	046271	\$21.83	utilities
Administration	CENTERPOINT ENERGY	046271	\$32.01	utilities
Administration	TIM MILLER ELECTRIC INC	046311	\$360.96	Bathrooms
Administration	TIM MILLER ELECTRIC INC	046311	\$1,595.40	LED Lights
Administration	ALWAYS THERE PLUMBING & HEATIN	046286	\$173.50	Repair Air Cond.
Administration	MN CITY/COUNTY MANAGEMENT ASSOC	046252	\$108.00	5-1-23 to 4-30-23 Dues
Administration	FIRST STATE BANK	CANCEL	-\$62.76	NSF Brandon Nickolay / Utility
Administration	COMPUTER TECHNOLOGY SOLUTIONS	046290	\$769.27	
Administration	MIKES WINDOW WASHING SERVICE	046300	\$66.00	Cleaning 7-27-23
Administration	METRO SALES INCORPORATED	046298	\$266.29	Copier-July
Administration	COMPUTER TECHNOLOGY SOLUTIONS	046273	\$75.00	Dan E- Computer barracude settings
Administration	MIDWEST BEST CLEANING	046299	\$85.00	Cleaning 7-20-23
Administration	COMPUTER TECHNOLOGY SOLUTIONS	046290	\$52.50	
Administration	PENGUINCO TECHNOLOGIES	046231	\$2,405.67	Website Updates/Maintenance
Administration	MIDWEST BEST CLEANING	046280	\$32.48	Reimb cleaning supplies
Administration	COMPUTER TECHNOLOGY SOLUTIONS	046273	\$1,755.00	D. Evans-Microsoft surface Pro 9 tablet
DEPT 41400 Administration			\$11,780.12	
Police Department	AMOCO OIL COMPANY	046266	\$1,624.92	Fuels
Police Department	CHRISTIAN, KEOGH & MORAN	046317	\$1,925.00	Attorney Fees
Police Department	FRONTIER COMMUNICATIONS-GENERA	046275	\$95.08	utilities
Police Department	METRO FIBER NET LLC	046278	\$52.74	Utilities
Police Department	ALWAYS THERE PLUMBING & HEATIN	046286	\$300.00	August-animal boarding
DEPT 42123 Police Department			\$3,997.74	

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Emergency Management	AMOCO OIL COMPANY	046266	\$30.01	Fuels
DEPT 42500 Emergency Management			\$30.01	
Streets Department	AMOCO OIL COMPANY	046266	\$1,012.68	Fuels
Streets Department	TWEETENS ONE STOP INC	046314	\$224.17	Fuel
Streets Department	QUADIENT FINANCE USA INC	046254	\$140.00	Postage
Streets Department	ARAMARK	046239	\$146.38	Streets
Streets Department	ARAMARK	046267	\$165.43	Streets
Streets Department	J.J. KELLER & ASSOCIATES INC	046229	\$68.97	Street-truck inspetions books
Streets Department	ARAMARK	046329	\$165.43	Streets
Streets Department	RADERMACHERS	046255	\$236.72	Act # 44509 supplies
Streets Department	ARAMARK	046239	\$165.43	Streets
Streets Department	ARAMARK	046287	\$165.43	Streets
Streets Department	W W BLACKTOPPING	046285	\$79,285.12	Seal coating
Streets Department	MORSCHING S TREE SERVICE	046253	\$450.00	Tree Trimming
Streets Department	METRO FIBER NET LLC	046278	\$135.32	Utilities
Streets Department	MINNESOTA PAVING & MATERIALS	046301	\$147.20	3/4" dust free
Streets Department	MINNESOTA PAVING & MATERIALS	046301	\$153.20	3/4" dust free
Streets Department	CENTERPOINT ENERGY	046271	\$37.78	utilities
Streets Department	KOENING & SONS EQUIPMENT	046248	\$385.92	Sweeper repair
Streets Department	ROADRUNNER	046235	\$503.23	Foord 2003 Truck F750 repair
Streets Department	NORTH CENTRAL INTERNATIONAL	046305	\$6,376.41	2004 Ford F 7500 Repair
Streets Department	WONDRA AUTOMOTIVE	046328	\$88.53	Supplies
Streets Department	ROADRUNNER	046235	\$1,277.76	Siren Btteries (8)
DEPT 43121 Streets Department			\$91,331.11	
Pool	Carlie Sayer	046316	\$150.00	Reimb water Safety Classs
Pool	Mitch Holicky	046321	\$150.00	Reimb-water safety class
Pool	Sophie Whipps	046324	\$150.00	Reimb-water safety class
Pool	Rhia Krautkremer	046323	\$150.00	Reimb-water safety class
Pool	RADERMACHERS	046255	\$127.66	Act # 44509 supplies
Pool	DOROTHY DINWIDDIE	046243	\$100.00	Reimb-buoy
Pool	THE SIGN DEPT	046259	\$308.00	Pool-diving boards
Pool	HAWKINS, INC.	046246	\$726.98	chemicals
Pool	AG PARTNERS LS OFFICE	046226	\$331.20	Supplies
Pool	HAWKINS, INC.	046246	\$20.00	Chemicals
Pool	MID AMERICA BACKFLOW PREVENTER	046251	\$175.00	Pool-test backflow
Pool	CENTERPOINT ENERGY	046271	\$2,719.69	utilities
Pool	ENTERTAINMENT PLUS	046274	\$340.00	Pool party 8-3-23
DEPT 45124 Pool			\$5,448.53	
Parks	DAKOTA SUPPLY GROUP	046292	\$140.91	Swival adapt.-/parks
Parks	AMOCO OIL COMPANY	046266	\$153.33	Fuels
Parks	BSN SPORTS LLC	046330	\$1,231.12	Backstop replacement net-parks
Parks	CINTAS CORPORATION #754	046289	\$17.55	Air freshner-Soap
Parks	DEBIT CARD	000142	\$74.95	Parks-White arking paint
Parks	LAURIES GARDEN CARE	046296	\$100.00	Watering/weeding Park Project
Parks	AG PARTNERS LS OFFICE	046226	\$350.00	Supplies
Parks	TIM MILLER ELECTRIC INC	046260	\$306.87	LED Bulbs
Parks	ST PETER LUMBER COMPANY	046257	\$200.97	Parks-locks
Parks	FRONTIER COMMUNICATIONS-GENERA	046275	\$81.18	utilities
Parks	MACH CONSTRUCTION LLC	046277	\$1,816.96	Parks-bathroom doors
DEPT 45200 Parks			\$4,473.84	
Library	MIDWEST BEST CLEANING	046299	\$55.00	Cleaning 7-20-23
Library	METRO FIBER NET LLC	046278	\$52.74	Utilities
DEPT 45501 Library			\$107.74	
FUND 101 General Fund			\$167,484.16	



DEPT Descr	Search Name	Check Nbr	Amount	Comments
FUND 211 ARPA				
General	TMI COATINGS, INC	046312	\$35,250.00	Water Plant-painting 1st payment
DEPT 00000 General			\$35,250.00	
FUND 211 ARPA			\$35,250.00	
FUND 324 2010C G.O. Refunding Bond				
Debt Service	BOND TRUST SERVICES CORP	046240	\$475.00	2010 C Bonds
DEPT 47000 Debt Service			\$475.00	
FUND 324 2010C G.O. Refunding Bond			\$475.00	
FUND 325 2016A G.O. Bond				
Debt Service	BOND TRUST SERVICES CORP	046240	\$475.00	2016A Bonds
DEPT 47000 Debt Service			\$475.00	
FUND 325 2016A G.O. Bond			\$475.00	
FUND 326 2014B G.O. Refunding Bond				
Debt Service	BOND TRUST SERVICES CORP	046240	\$475.00	2014 B Bonds
DEPT 47000 Debt Service			\$475.00	
FUND 326 2014B G.O. Refunding Bond			\$475.00	
FUND 330 2020A G.O. Bond				
Debt Service	EHLERS & ASSOCIATES INC	046244	\$2,500.00	Arbitrage Report 2020A Bonds
DEPT 47000 Debt Service			\$2,500.00	
FUND 330 2020A G.O. Bond			\$2,500.00	
FUND 601 Water Fund				
Water Utilities	MINNESOTA REVENUE/SALES TAX	000146	\$932.00	Sales tax June
Water Utilities	SELY EXCAVATING, INC	046256	\$3,370.00	Water repair 245 W Tyrone Street
Water Utilities	T.P. KELLY CONSTRUCTION INC	046308	\$7,298.10	Repair water breaks
Water Utilities	FIRST STATE BANK	000114	-\$5.00	ACH-April
Water Utilities	UTILITY CONSULTANTS	046327	\$46.20	Testing
Water Utilities	QUADIENT FINANCE USA INC	046254	\$140.00	Postage
Water Utilities	FRONTIER COMMUNICATIONS-GENERA	046294	\$128.22	Utilities
Water Utilities	CENTERPOINT ENERGY	046271	\$31.20	utilities
Water Utilities	CENTERPOINT ENERGY	046271	\$16.11	utilities
DEPT 49440 Water Utilities			\$11,956.83	
FUND 601 Water Fund			\$11,956.83	
FUND 602 Sewer Fund				
Sewer Utilities	DAN STEINBORN	046293	\$527.24	Reimb-Plant school expense
Sewer Utilities	HAWKINS, INC.	046246	\$4,902.51	chemicals
Sewer Utilities	HAWKINS, INC.	046295	\$3,219.88	Water-chemical
Sewer Utilities	HAWKINS, INC.	046246	\$20.00	Chemicals
Sewer Utilities	AUTOMATIC SYSTEMS CO	046288	\$771.25	Plant-repair
Sewer Utilities	BOLTON & MENK, INC.	046268	\$900.00	Sewer
Sewer Utilities	FIRST STATE BANK	000114	-\$5.00	ACH-April
Sewer Utilities	UTILITY CONSULTANTS	046327	\$1,707.23	Testing
Sewer Utilities	METRO FIBER NET LLC	046278	\$136.52	Utilities
Sewer Utilities	QUADIENT FINANCE USA INC	046254	\$140.00	Postage
Sewer Utilities	CENTERPOINT ENERGY	046271	\$34.49	utilities
Sewer Utilities	SELY EXCAVATING, INC	046331	\$1,240.00	Reapir Manhole-East Lanesburgh
Sewer Utilities	MINNESOTA PUMP WORKS	046302	\$10,243.50	Lift Stations- Guide Rails
Sewer Utilities	TIM MILLER ELECTRIC INC	046311	\$197.13	Plant
DEPT 49450 Sewer Utilities			\$24,034.75	

DEPT Descr	Search Name	Check Nbr	Amount	Comments
FUND 602 Sewer Fund			\$24,034.75	
FUND 603 Refuse Fund				
Refuse	MINNESOTA REVENUE/SALES TAX	000146	\$1,275.00	Sales tax June
Refuse	QUADIENT FINANCE USA INC	046254	\$140.00	Postage
Refuse	LJP ENTERPRISES WASTE	046250	\$1,865.00	Clean-up City Wide
Refuse	LJP ENTERPRISES WASTE	046250	\$1,917.50	Recycling
Refuse	WONDRA AUTOMOTIVE	046328	\$38.98	Supplies
DEPT 43230 Refuse			\$5,236.48	
FUND 603 Refuse Fund			\$5,236.48	
FUND 609 Liquor Fund				
	METROPOLITAN LIFE INSURANCE	046279	\$175.05	Insurance
	MINNESOTA REVENUE/SALES TAX	000146	\$10,402.00	Sales tax June
DEPT			\$10,577.05	
Municipal Liquor Store	DELTA DENTAL OF MINNESOTA	046242	\$95.00	Insurance
Municipal Liquor Store	PLUNKETT S PEST CONTRO-LIQUOR	046322	\$186.97	May-June-July
Municipal Liquor Store	CINTAS CORPORATION #754	046272	\$332.76	Towels/rugs
Municipal Liquor Store	PEPSI COLA BOTTLING CO.	046306	\$327.35	Bar supplies
Municipal Liquor Store	THE FREE PRESS MEDIA	046309	\$435.36	Renewal one year
Municipal Liquor Store	REBECCA VIKLA	046234	\$648.24	Reimb (2) Cig. Receptacles
Municipal Liquor Store	A.H. HERMEL	046262	\$42.09	supplies
Municipal Liquor Store	PEPSI COLA BOTTLING CO.	046232	\$189.00	Bar supplies
Municipal Liquor Store	A.H. HERMEL	046236	\$726.99	supplies
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	046276	\$1,221.64	Liquor
Municipal Liquor Store	VINOCOPIA, INC	046284	\$275.00	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	046307	\$493.75	Liquor
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046283	\$194.25	Beer
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	046276	-\$56.98	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	046276	-\$39.00	Liquor
Municipal Liquor Store	BREAKTHRU BEV MN WINE	046263	\$779.15	Liquor
Municipal Liquor Store	SOUTHERN GLAZERS OF MN	046282	\$1,072.32	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	046320	\$1,142.15	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	046320	\$2,661.52	Liquor
Municipal Liquor Store	BREAKTHRU BEV MN WINE	046315	\$829.50	Liquor
Municipal Liquor Store	JOHNSON BROTHERS WHOLESALE LIQ	046276	\$4,090.07	Liquor
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046313	\$5,273.10	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	046228	\$1,797.70	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	046264	\$5,371.20	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046283	\$1,529.80	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046313	\$1,206.75	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046261	\$288.40	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	046291	\$3,876.07	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046261	\$5,530.25	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046283	\$2,866.65	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046261	\$697.10	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046313	\$202.80	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046313	\$998.40	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046261	\$48.10	Beer
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046313	-\$39.00	Beer
Municipal Liquor Store	DAHLHEIMER BEVERAGE	046318	\$5,452.74	Beer
Municipal Liquor Store	KINNEY CREEK BREWERY	046247	\$232.00	Liquor
Municipal Liquor Store	TOW DISTRIBUTING CORP.	046261	\$998.40	Beer
Municipal Liquor Store	The Home City Ice Company	046310	\$77.29	Mdse for resale
Municipal Liquor Store	FIRE HOUSE PIZZA	046319	\$174.00	Mdse for resale

DEPT Descr	Search Name	Check Nbr	Amount	Comments
Municipal Liquor Store	The Home City Ice Company	046258	\$88.79	Mdse for resale
Municipal Liquor Store	A.H. HERMEL	046262	\$521.71	supplies
Municipal Liquor Store	The Home City Ice Company	046325	\$101.17	Mdse for resale
Municipal Liquor Store	FIRE HOUSE PIZZA	046245	\$159.75	Mdse for resale
Municipal Liquor Store	MN MUNICIPAL BEVERAGE ASSOC	046303	\$1,200.00	Membership July 2023-July 2024
Municipal Liquor Store	LE CENTER FIRE RELIEF ASSOC	046297	\$275.00	2024 Calendar-donation
Municipal Liquor Store	U.S. Treasury	046326	\$638.00	Cig-Fee
Municipal Liquor Store	CENTER POINT	046270	\$101.76	Utilities
Municipal Liquor Store	CENTER POINT	046270	-\$101.76	Utilities
Municipal Liquor Store	MIDWEST BEST CLEANING	046299	\$840.00	Liquor Store cleaning
DEPT 49770 Municipal Liquor Store			<u>\$56,053.30</u>	
FUND 609 Liquor Fund			<u>\$66,630.35</u>	
			<u>\$314,517.57</u>	

## Packet Report Revenues

Act Code	SOURCE Descr	Water		
		July 2023 Amt	2023 YTD Amt	2023 Budget
601-00000-37150	Water Connect/Re	\$0.00	\$2,150.00	\$0.00
601-00000-37171	Delinquent Utilities	\$0.00	\$252.96	\$0.00
601-00000-36416	Lease Interest Rev	\$0.00	\$0.00	\$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	\$538.62	\$4,890.39	\$8,500.00
601-00000-37180	Sales Tax Water	\$590.94	\$4,617.40	\$7,600.00
601-00000-37160	Late Charge	\$431.40	\$4,154.89	\$5,000.00
601-00000-37110	Water Sales	\$38,202.02	\$284,396.74	\$490,000.00
601-00000-36260	Reimbursement /	\$0.00	\$0.00	\$0.00
601-00000-36220	Rents / Lease Rev	\$5,423.17	\$26,289.01	\$39,600.00
601-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
601-00000-37170	Meter Rent	\$1,061.92	\$8,562.87	\$14,500.00
Act Code 601		\$46,248.07	\$335,314.26	\$565,200.00

## Packet Report Expenses

Act Code	OBJECT Descr	Water		
		July 2023 Amt	2023 YTD Amt	2023 Budget
601-49440-303	Engineer Fees	\$0.00	\$3,018.00	\$0.00
601-49440-310	Permits and Fees	\$0.00	\$4,593.00	\$10,000.00
601-49440-311	Testing	\$46.20	\$277.20	\$3,000.00
601-49440-322	Postage	\$207.83	\$920.38	\$2,000.00
601-49440-361	Insurance Premiu	\$0.00	\$9,753.00	\$8,800.00
601-49440-381	Utility Services	\$5,710.92	\$32,492.50	\$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
601-49440-203	Water Meters	\$0.00	\$0.00	\$6,000.00
601-49440-433	Dues & Subscriptio	\$0.00	\$2,871.08	\$2,000.00
601-49440-520	Capital Improveme	\$0.00	\$0.00	\$10,000.00
601-49440-300	Professional Servic	\$0.00	\$5,387.27	\$1,000.00
601-49440-404	Repair/Maint Mach	\$41.44	\$769.90	\$5,000.00
601-49440-121	PERA Contribution	\$159.70	\$1,284.24	\$3,100.00
601-47000-601	Bond Principal	\$230,000.00	\$285,000.00	\$285,000.00
601-47000-611	Bond Interest	\$22,288.85	\$45,045.20	\$45,046.00
601-49440-215	Operating Supplies	\$329.86	\$1,898.16	\$15,000.00
601-49440-240	Equipment	\$0.00	\$230.83	\$5,000.00
601-47000-620	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00
601-49440-102	Full-time Employe	\$0.00	\$35.23	\$0.00
601-49440-122	Social Security / M	\$157.28	\$2,444.01	\$3,200.00
601-49440-131	Health Insurance	\$0.00	\$0.00	\$5,000.00
601-49440-151	Workers Compens	\$0.00	\$200.47	\$1,400.00
601-49440-190	Pension Expense	\$0.00	\$0.00	\$0.00
601-49440-200	Sales Tax	\$932.00	\$5,134.44	\$8,200.00
601-49440-207	Training	\$0.00	\$0.00	\$1,000.00
601-49440-216	Chemicals & Chem	\$6,420.60	\$26,443.44	\$50,000.00
601-49440-221	Repair/Maint Supp	\$3,370.00	\$12,368.22	\$10,000.00
601-49440-101	Full-time Employee	\$2,129.17	\$32,550.57	\$41,200.00
Act Code 601		\$271,793.85	\$472,717.14	\$620,946.00

## Packet Report Revenues

Act Code	SOURCE Descr	Sewer		
		July 2023 Amt	2023 YTD Amt	2023 Budget
602-00000-37171	Delinquent Utilities	\$0.00	\$252.95	\$0.00
602-49450-39101	Gain (loss) on sale	\$0.00	\$0.00	\$0.00
602-00000-39300	Debt Proceeds	\$9,671.77	\$67,432.89	\$115,000.00
602-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
602-00000-37250	Sewer Connect/Re	\$0.00	\$3,000.00	\$0.00
602-00000-37210	Sewer Charges	\$28,379.70	\$224,171.62	\$395,000.00
602-00000-39700	Capital Contributo	\$0.00	\$0.00	\$0.00
602-00000-39301	Plant O & M	\$9,644.42	\$70,866.64	\$123,000.00
Act Code 602		\$47,695.89	\$365,724.10	\$633,000.00

## Packet Report Expenses

Act Code	OBJECT Descr	Sewer		
		July 2023 Amt	2023 YTD Amt	2023 Budget
602-49450-603	Loan/Lease Payme	\$0.00	\$0.00	\$8,000.00
602-49450-361	Insurance Premiu	\$0.00	\$12,546.00	\$9,800.00
602-49450-311	Testing	\$1,087.55	\$6,365.31	\$18,000.00
602-49450-321	Telephone	\$136.52	\$2,166.21	\$1,500.00
602-49450-310	Permits and Fees	\$0.00	\$1,570.00	\$100.00
602-49450-322	Postage	\$196.05	\$903.07	\$1,000.00
602-49450-325	Publications Misc.	\$0.00	\$0.00	\$0.00
602-49450-352	Disposal Fee	\$226.73	\$1,386.24	\$1,000.00
602-49450-381	Utility Services	\$4,813.42	\$32,131.20	\$57,000.00
602-49450-402	Repair/Maint Struc	\$10,207.29	\$12,565.89	\$30,000.00
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
602-49450-401	Repair/Maint Buildi	\$582.15	\$3,614.43	\$0.00
602-49450-303	Engineer Fees	\$900.00	\$7,385.00	\$0.00
602-49450-433	Dues & Subscriptio	\$0.00	\$2,164.09	\$2,000.00
602-47000-630	Discount bonds iss	\$0.00	\$0.00	\$0.00
602-49450-300	Professional Servic	\$0.00	\$5,909.06	\$1,000.00
602-49450-404	Repair/Maint Mach	\$95.00	\$36,257.35	\$5,000.00
602-47000-601	Bond Principal	\$159,000.00	\$247,902.11	\$247,903.00
602-47000-620	Fiscal Agent Fees	\$0.00	\$0.00	\$0.00
602-49450-101	Full-time Employe	\$13,566.34	\$94,407.34	\$115,000.00
602-49450-102	Full-time Employe	\$0.00	\$2,615.51	\$0.00
602-49450-121	PERA Contribution	\$1,017.46	\$6,646.36	\$8,700.00
602-49450-122	Social Security / M	\$1,015.84	\$7,280.98	\$8,800.00
602-49450-221	Repair/Maint Supp	\$506.11	\$690.16	\$5,000.00
602-47000-611	Bond Interest	\$23,719.78	\$47,439.56	\$47,439.00
602-49450-240	Equipment	\$0.00	\$0.00	\$5,000.00
602-49450-131	Health Insurance	\$2,380.99	\$16,666.93	\$45,000.00
602-49450-216	Chemicals & Chem	\$8,918.51	\$45,694.57	\$45,000.00
602-49450-215	Operating Supplies	\$6.99	\$557.24	\$10,000.00
602-49450-207	Training	\$0.00	\$325.00	\$1,500.00
602-49450-190	Pension Expense	\$0.00	\$0.00	\$0.00
602-49450-151	Workers Compens	\$0.00	\$352.55	\$3,400.00
Act Code 602		\$228,376.73	\$595,542.16	\$677,142.00

### Packet Report Revenues

Act Code	SOURCE Descr	Refuse		
		July 2023 Amt	2023 YTD Amt	2023 Budget
603-00000-37330	Refuse bag sales	\$6,249.00	\$36,987.75	\$75,000.00
603-00000-37310	Refuse Collection F	\$4,807.24	\$43,616.37	\$79,000.00
603-00000-36250	Miscellaneous Rev	\$0.00	\$0.00	\$0.00
603-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
Act Code 603		\$11,056.24	\$80,604.12	\$154,000.00

### Packet Report Expenses

Act Code	OBJECT Descr	Refuse		
		July 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	\$1,275.00	\$8,154.44	\$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	\$601.78	\$1,000.00
603-43230-361	Insurance Premiu	\$0.00	\$977.00	\$1,300.00
603-43230-352	Disposal Fee	\$9,019.99	\$41,889.70	\$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	\$156.59	\$807.65	\$4,200.00
603-43230-215	Operating Supplies	\$196.08	\$5,547.90	\$10,000.00
603-43230-101	Full-time Employe	\$1,156.95	\$15,109.69	\$45,000.00
603-43230-103	Part-time Employe	\$1,793.83	\$15,800.86	\$11,000.00
603-43230-122	Social Security / M	\$219.67	\$2,331.44	\$4,300.00
603-43230-131	Health Insurance	\$0.00	\$0.00	\$3,000.00
603-43230-151	Workers Compens	\$0.00	\$1,350.53	\$3,100.00
603-43230-190	Pension Expense	\$0.00	\$0.00	\$0.00
603-43230-212	Motor Fuels	\$0.00	\$1,482.67	\$3,000.00
Act Code 603		\$13,818.11	\$94,053.66	\$195,300.00

## Packet Report Revenues

Act Code	SOURCE Descr	Liquor		
		July 2023 Amt	2023 YTD Amt	2023 Budget
609-00000-11500	Charge Sales	-\$1,126.91	-\$6,807.84	\$0.00
609-00000-37920	Gambling & Game	\$8,031.16	\$53,277.45	\$70,000.00
609-00000-37916	Cash Over (Short)	\$26.04	\$7.77	\$0.00
609-00000-37915	Liquor Miscellaneo	\$7,094.44	\$35,087.95	\$55,000.00
609-00000-37913	Wine On-Sale	\$3.64	\$120.50	\$500.00
609-00000-37911	Liquor On-Sale	\$7,527.53	\$60,265.76	\$80,000.00
609-00000-37813	Wine Off-Sale	\$3,275.96	\$25,380.44	\$45,000.00
609-00000-37812	Beer Off-Sale	\$52,801.61	\$296,542.66	\$485,000.00
609-00000-37811	Liquor Off-Sale	\$23,411.85	\$139,400.74	\$250,000.00
609-00000-11501	Credit Card Receip	\$644.57	-\$12,970.94	\$0.00
609-00000-37912	Beer On-Sale	\$12,768.30	\$118,883.61	\$125,000.00
609-00000-36210	Interest Earnings	\$0.00	\$0.00	\$0.00
609-00000-33439	Pension rev	\$0.00	\$0.00	\$0.00
609-00000-36220	Rents / Lease Rev	\$1,000.00	\$18,734.25	\$21,600.00
609-00000-36260	Reimbursement /	\$205.00	\$655.00	\$0.00
Act Code 609		\$115,663.19	\$728,577.35	\$1,132,100.00

## Packet Report Expenses

Liquor				
Act Code	OBJECT Descr	July 2023 Amt	2023 YTD Amt	2023 Budget
Act Code 609				
609-49770-603	Loan/Lease Payme	\$1,082.08	\$7,574.56	\$12,915.00
609-49770-386	Cleaning	\$1,281.06	\$7,805.82	\$16,000.00
609-49770-401	Repair/Maint Buildi	\$0.00	\$971.50	\$5,000.00
609-49770-361	Insurance Premiu	\$0.00	\$9,349.00	\$8,200.00
609-49770-420	Depreciation Expe	\$0.00	\$0.00	\$0.00
609-49770-381	Utility Services	\$2,073.86	\$15,856.59	\$25,000.00
609-49770-430	Miscellaneous Exp	\$0.00	\$3,268.00	\$0.00
609-49770-434	Property Taxes	\$0.00	\$3,031.29	\$3,400.00
609-49770-442	Entertainment	\$0.00	\$3,870.00	\$4,000.00
609-49770-570	Office Equipment	\$0.00	\$3,350.75	\$0.00
609-49770-325	Publications Misc.	\$0.00	\$1,534.81	\$2,500.00
609-49770-720	Operating Transfer	\$0.00	\$0.00	\$75,000.00
609-49770-435	NSF Check	\$0.00	\$49.29	\$0.00
609-49770-207	Training	\$0.00	\$0.00	\$0.00
609-49770-520	Capital Improveme	\$0.00	\$0.00	\$0.00
609-49770-131	Health Insurance	\$3,777.17	\$26,464.79	\$47,800.00
609-49770-221	Repair/Maint Supp	\$211.00	\$2,943.97	\$3,000.00
609-49770-101	Full-time Employe	\$9,520.76	\$73,475.22	\$129,000.00
609-49770-102	Full-time Employe	\$225.29	\$2,660.54	\$0.00
609-49770-103	Part-time Employe	\$4,320.00	\$24,024.75	\$33,300.00
609-49770-313	Card Processing F	\$1,419.72	\$9,151.64	\$0.00
609-49770-122	Social Security / M	\$1,040.99	\$7,416.68	\$12,500.00
609-49770-151	Workers Compens	\$0.00	\$419.01	\$3,400.00
609-49770-190	Pension Expense	\$0.00	\$0.00	\$0.00
609-49770-215	Operating Supplies	\$3,107.03	\$16,716.36	\$20,000.00
609-49770-251	Purchase Liquor	\$11,865.13	\$130,334.59	\$225,000.00
609-49770-252	Purchase Beer	\$46,423.40	\$278,850.36	\$450,000.00
609-49770-259	Consumable Good	\$4,768.53	\$22,032.77	\$30,000.00
609-49770-301	Audit Fees	\$0.00	\$3,000.00	\$3,000.00
609-49770-310	Permits and Fees	\$0.00	\$2,977.64	\$6,000.00
609-49770-121	PERA Contribution	\$730.96	\$5,710.19	\$12,300.00
Act Code 609		\$91,846.98	\$662,840.12	\$1,127,315.00

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

**A RESOLUTION ACCEPTING A \$1500.00 DONATION TO THE RON GERMSCHIED  
MEMORIAL PARK FROM THE LE CENTER LIONS CLUB**

**WHEREAS**, the City Council of the City of Le Center is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens and is specifically authorized to accept gifts, and

**WHEREAS**, the following entity have offered to contribute the cash amounts set forth below:

Le Center Lions Club

\$1500.00

**WHEREAS**, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law, and

**WHEREAS**, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donation described above is accepted and shall be used towards the Ron Germscheid Memorial Park.

Adopted by the City Council of Le Center, Minnesota this 8<sup>th</sup> day of August 2023.

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Christian Harmeyer, Mayor

Attest:

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Dan Evans, City Administrator



## **NOTICE OF PUBLIC HEARING CITY OF LE CENTER**

Notice is hereby given that City of  
Le Center will be holding a Public  
Hearing on Tuesday, August 8,  
2023 at 7:00 pm at City Hall, 10 West  
Tyrone Street, Le Center, MN 56057 to hear all  
testimony regarding Ordinance No. 2023-3  
An Interim Ordinance Prohibiting The Sale,  
Testing, Manufacturing, Cultivating, Growing,  
Transporting, Delivery, And Distribution Of  
Cannabis Products In The City Of Le Center

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

Published in the Le Sueur Co. News on 07/27/2023.

LE CENTER  
MUNICIPAL LIQUOR STORE

July 2023 Sales	\$104,488.96
July 2022 Sales	\$104,875.15
Decreased	\$386.19 However, we have \$2,500 on account for softball and baseball so we are technically up still for the month.
June Gambling	\$7,072.72
July C and N Sales	\$958.44
Sunday Sales July 2023	\$10,653.37
Sunday Sales July 2022	\$10,903.54
Jan 1 to July 31 2022 to 2023	Increase of \$51,448.95

**Revenue Sources June 2023**

Beer	\$12,479.13
Offsale Beer	\$51,061.58
Liquor	\$7,348.68
Offsale Liquor	\$22,926.70
Wine	\$6.82
Offsale Wine	\$3,312.25
Food	\$1,480.00

**July Recap**

- Fourth of July
- Live music by Todd Jindra
- New quarter game from C and N Sales

### **August Events**

- Live music by Christian Sohmer Sunday, August 13<sup>th</sup> from 2 p.m. to 5 p.m.
- Live Music by Mike David and the Angels Saturday, August 26<sup>th</sup> from 6:30 p.m. to 9:30 p.m.
- Save the date for our 75<sup>th</sup> anniversary party on Saturday, September 30<sup>th</sup>.
  - Live music by Gary West
- LeSueur County Fair

## Municipal Liquor Store Receipts

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

# Le Center Police Department

## Monthly Activity Report

### JULY 2023

Traffic Stop=51

Warning=41

Citation=10

DL=3

DWI=3

Speed=

Equipment=

Drugs=

Hands Free=4

Registration=

Security Check=45

Public Assist=27

Medical=21

Suspicious Activity/Person=14

Animal Complaint=13

Predator Compliance Check=8

Assist Other Agency=7

Alarm=6

Harassment/Threats=5

Juvenile Problem=4

911 Hangup=4

Motor Vehicle Accident=3

Driving Complaint=3

Domestic=3

Noise Complaint=3

Trespassing=3

Fire Call Out=2

Welfare Check=2

Property Damage=2

Adult/Child Protection Report=2

Intoxicated Person=2

Theft Investigation=2

Warrant Check=2

Vandalism=1

Fraud/Scam=1

Funeral Escort=1

Civil Issue=1

Child Custody=1

Fireworks Complaint=1

Burglary=1

Ordinance Violation=0

Lost / Found Property=0

Missing Persons=0

Assault=0

Parking Complaint=0

Order for Protection Violation=0

**Calls / Incidents= 241**

**Miles Patrolled= 3,905**

**Arrests= 3**

Comparison	2022	Through JULY 2023	
Calls / Incidents	174/1,152	241/1630	+29.4%
Miles Patrolled	2,887/17,986	3,905/28,843	+37.7%



PROTECTING, MAINTAINING & IMPROVING THE HEALTH OF ALL MINNESOTANS

July 7, 2023

Le Center City Council  
c/o Dan Evans, Administrator  
Le Center City Hall  
10 West Tyrone Street  
Le Center, Minnesota 56057

Dear Council Members:

SUBJECT: Lead/Copper Tap Water Monitoring Report, PWSID 1400008

This letter is to report the results of your recent lead/copper monitoring that is required by the Safe Drinking Water Act. The results revealed the following 90th percentile levels:

90th percentile lead level =  $<1 \mu\text{g/l}$  (rounded as  $< 0.001 \text{ mg/l}$ ).

The action level for lead is  $15.0 \mu\text{g/l}$ .

90th percentile copper level =  $342 \mu\text{g/l}$  (rounded as  $0.342 \text{ mg/l}$ ).

The action level for copper is  $1300 \mu\text{g/l}$ .

Based on these results, your public water system **has not exceeded** the action level for lead and **has not exceeded** the action level for copper.

By federal rule, 40 CFR 141.85, you are required to provide the lead/copper results to persons served at the sites that were tested. In addition, you must provide them with an explanation of the health effects of lead/copper, list steps consumers can take to reduce exposure to lead/copper in drinking water, and water utility contact information. The notification must also provide the maximum contaminant level goals, the action levels for lead/copper, and the definitions for these two terms.

Notification must be made within 30 days by U.S. Mail, hand/direct delivery, or posting. Please refer to the enclosed Lead/Copper Consumer Notification Certification form for delivery method requirements. If the residence is a rental property, both the occupant(s) of the residence and rental property owner must be notified. To assist you in meeting the notification requirements, we have enclosed the results notification letters which must be delivered to the homeowners along with a copy of the fact sheet on lead/copper in drinking water.

The lead/copper sampling site addresses are private data. This information was classified as "nonpublic" by the Minnesota Department of Administration in October 2004, upon the request of Minnesota Department of Health (MDH) and Minnesota community water supply systems. When notifying the persons served at the sites that were tested, provide them with the results for that address only.

Le Center City Council

Page 2

July 7, 2023

PWSID 1400008

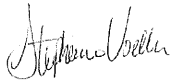
Within 10 days after notifying the residents of their results, you must complete the enclosed Lead/Copper Consumer Notification Certification form and return it to us. If you chose not to use the results notification letters MDH sent to you and created your own results notification letters, you must submit a copy of one of the letters along with this certification form. The letter you create must contain the same language as the enclosed results notification letters as this is EPA required language. A return envelope is enclosed for your convenience.

Please note that all enclosures are sent to the addressee of this letter. Persons receiving a copy (cc) of the letter do not receive any enclosures. It is the responsibility of the addressee to follow through with the requirements.

A sampling kit will be sent to you prior to your next scheduled sampling date. The enclosed report should be placed in your records and a copy maintained on or near the water supply premises and available for public inspection for not less than ten (10) years.

If you have any questions, please contact me at 651-201-3974, or Michael Bourland at 651-201-5928.

Sincerely,



Stephanie Voeller  
Community Public Water Supply Unit  
Environmental Health Division  
P.O. Box 64975  
St. Paul, Minnesota 55164-0975

PAW

Enclosures

cc: Water Superintendent



**BID QUOTE:**



Date: 7/13/2023  
Job Number: NA

**FROM:**

Ti-Zack Concrete, Inc  
39352 221st Ave.  
Le Center, MN 56057  
507-357-6463 - Office  
952-356.2216 - Mobile  
507-357-6096 - Fax

**Job Description:**

Sidewalk with ADA Improvements, City of Jackson MN

We are pleased to submit the following bid quote:

Item	DESCRIPTION	Quantity	Unit of Measure	Unit Price	TOTAL
10	JOINT REPAIR AT AFCS OFFICE	22	LF	\$ 212.00	\$ 4,664.00
20	PANEL REPLACEMENT AT AFCS DRIVEWAY	24	SY	\$ 186.00	\$ 4,464.00
30	CURB & GUTTER REPLACEMENT AT AFCS DRIVEWAY	5	LF	\$ 61.00	\$ 305.00
40	JOINT REPAIR AT NW CORNER OF MINNESOTA AND LEXINGTON	9	LF	\$ 212.00	\$ 1,908.00
50	CURB & GUTTER REPLACEMENT AT MINNESOTA AND LEXINGTON	9	LF	\$ 61.00	\$ 549.00
60	SIDEWALK REPLACEMENT AT MINNESOTA AND LEXINGTON	170	SF	\$ 12.00	\$ 2,040.00
70	SIDEWALK REPLACEMENT AT AFCS DRIVEWAY	80	LF	\$ 12.00	\$ 960.00
<b>TOTAL</b>					<b>\$ 14,890.00</b>

Prices include all Labor & Taxes, 1% bond cost allowance, and insurance as specified in Contract. No Waiver of Subrogation  
Prices exclude: traffic control, testing, and cold weather service costs.

Payment Based on Unit Prices. Final Payment to be based on field measurements.

Thank you for the opportunity.

Respectfully Submitted:  
Ti-Zack Concrete, Inc.

By:

Chris Hartwig  
952.356.2216

Acceptance:

For:

By:



# Pool Report for: July, 2023

**Lessons/Passes** \$ 3,625.<sup>00</sup>

**Daily: [paid admission]** \$ 3,144.<sup>00</sup>

**Concessions:** \$ 1,588.<sup>00</sup>

**Cleveland Lessons:** Billed (Paid) 2,700.<sup>00</sup>

**Waterville Lessons:** (Billed/paid not paid)  
(2,700.<sup>00</sup>)

**Season Tickets used:** 1,637

**Donations:** (on the way) per Ron Schmidt

**Private Parties:** Included in Daily

**Months Deposits:** 11,057.<sup>00</sup>

**Totals To Date:** 41,164.<sup>00</sup>

## OTHER YEARS:

2022 10,303-

2021 6,443-

2020 covid yr.

2019 10,340

## **EMPLOYMENT AGREEMENT**

This **AGREEMENT** (“Agreement”) made as of the 9<sup>th</sup> day of August 2023, by and between the City of Le Center (“Employer”) and Ryan Mitchell Overn (“Employee”).

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

**1. POSITION.** Employer appoints and agrees to employ Employee as its Chief of Police. Employee agrees to serve as the Chief of Police in accordance with the position description attached hereto as Appendix A, and incorporated by reference into this Agreement, as such description now exists or may be amended from time to time, and in accordance with State Statutes, policies, City Council action, and to perform such other legally permissible and proper duties and functions as are contained herein or as the City Council shall from time to time assign to Employee. Employee agrees to not become employed by any other employer, self-employment excluded, until his employment with Employer terminates in accordance with this Agreement.

**2. TERM OF EMPLOYMENT.** This Agreement shall remain in full force and effect from September 1, 2023, until terminated in accordance with this Agreement. Any existing employment agreements shall be determined void at the executing of this Employment Agreement.

**3. PENSION PLAN.** Employer shall contribute to Minnesota Public Employees Retirement Association (PERA) as required by State law for Employee or an alternate pension plan, if selected by Employee and authorized by State law.

**4. SALARY.** Employer shall pay Employee a gross salary of \$105,000 per year starting September 1, 2023, payable consistent with the normal payroll practices and subject to any authorized

withholdings. This salary is based off a 2080 work year or 40 hours per week, 80 hours per pay period. This amount shall be subject to a 5% COLA increase January 1, 2024.

**5. COMPENSATORY TIME.** Employee shall be entitled to compensatory time off in accordance with the City's personnel policies, as they may be amended from time to time.

**6. VACATION LEAVE.** Employee shall be credited with 21+ years of service. Vacation shall be accrued in accordance with the City's personnel policies, as they may be amended from time to time. Currently, that accrual rate is 7.70 hours per pay period equating to 25 days per year. Employee shall commence employment with 12 days of vacation in his vacation bank.

**7. SICK LEAVE.** Employee shall accrue sick leave at a rate of 1 day per month or 12 days per year and sick leave shall be accrued according to the City's personnel policies thereafter, as they may be amended from time to time. Employee shall be credited with 6 days of sick leave in his sick leave bank upon commencement of employment.

**8. HOLIDAYS.** Employee shall be compensated for holidays as provided to and under the same conditions as Employer's employees, pursuant to the City's personnel policies as they may be amended from time to time.

**9. GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, life and disability insurance benefits as provided to and under the same conditions as Employer's employees, as they may be amended from time to time. The Employer agrees to comply with all the appropriate Minnesota Statutes in regard to defending its Employees against alleged act(s) of omission occurring in the performance of the Employee's duties.

**10. UNIFORM ALLOWANCE.** A \$1,050 annual uniform allowance shall be provided to the Employee by the Employer.

**11. CELL PHONE.** Employee will be provided a cell phone, paid by the Employer for use for city business or at the Employee's choice, the Employee will be paid a monthly cell phone allowance of \$50.

**12. TAKE-HOME POLICE VEHICLE.** Employee will be provided with a take-home police vehicle when available, to be used solely for official law enforcement purposes and commuting between the Employee's residence and assigned duty locations as apparent. Employee's primary residence must be located within a three (3) mile radius of the City corporate limits, to be eligible for a take-home police vehicle.

**13. JOB-RELATED EXPENSES.** Employer shall reimburse Employee for approved job-related expenses, training, and professional development, which are incurred by Employee and are submitted by Employee in accordance with Employer's policies for reimbursement, as they may be amended from time to time.

**14. PERFORMANCE REVIEWS.** Employer shall make every effort to review and evaluate the performance of Employee at least once annually. The review and evaluation shall be done in accordance with specific criteria developed jointly by the Employer and Employee and as may be there after modified by the Employer in consultation with the Employee. The Employer and Employee shall jointly define in writing the goals and performance objectives for the proper operation of the City and the attainment of the Employer's policy objectives, and shall further establish a relative priority among those various goals and objectives. The goals and objectives should generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. Failure by either party to complete the matters described in this paragraph hereof shall not constitute a breach of this Agreement for which arbitration may be demanded or recovery may be had.

**15. DEATH OR DISABILITY BENEFITS.** If Employee's employment is terminated due to Employee's death or disability, regardless of the date of termination, Employee or Employee's estate or heirs, as appropriate, shall be paid (i) Employee's earned salary and accrued paid leave not paid; (ii) any unpaid expense reimbursements; and (iii) any benefits payable under any life insurance policy maintained by Employer for the benefit of Employee, subject to the terms and conditions of such policy.

**16. TERMINATION OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, without cause, subject only to the provisions of this Agreement and the City Ordinance. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from Employee's position with Employer, subject only to the provisions of this Agreement.

**17. VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

**18. AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

**19. GOVERNING LAW.** This Agreement and all questions arising in connection with it shall be governed by the laws of the State of Minnesota. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**20. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, Employee's heirs and legal representatives.

**21. ASSIGNMENT.** The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

**22. ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties and between Employee and any other former employer relating to the same subject matter. The parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement which are not set forth herein. This Agreement may be amended only if it is in writing and signed by each of the parties.

**23. SEVERABILITY.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

**24. WAIVER.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. No waiver of any provision of this Agreement shall constitute waiver of any other provision or a waiver of the same provision at any later time.

**25. HEADINGS.** Headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

**26. NOTICE.** All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices shall be deemed to have been given at the time posted plus three business days.

*Remainder of page left intentionally blank*

**IN WITNESS WHEREOF**, Employer has caused this Agreement to be executed on its behalf by its Mayor and City Attorney, and Employee has signed this Agreement, in duplicate, as of the day and year first written above.

**EMPLOYER:**

By: \_\_\_\_\_  
Christian Harmeyer, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jason Moran, City Attorney

\_\_\_\_\_  
Date

**EMPLOYEE:**

\_\_\_\_\_  
Ryan Mitchell Overn

\_\_\_\_\_  
Date



**CITY OF LE CENTER  
COUNTY OF LE SUEUR  
STATE OF MINNESOTA**

**INTERIM ORDINANCE NO. 2023-3**

**AN INTERIM ORDINANCE PROHIBITING THE SALE, TESTING,  
MANUFACTURING, CULTIVATING, GROWING, TRANSPORTING, DELIVERY,  
AND DISTRIBUTION OF CANNABIS PRODUCTS IN THE CITY OF LE CENTER**

The City Council of the City of Le Center does ordain:

**SECTION 1. BACKGROUND.**

- A. By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stat. §151.72 and permitted the sale of edible and nonedible cannabinoid products that contain no more than 0.3% of Tetrahydrocannabinol, commonly known as THC ("THC Products").
- B. The Minnesota Legislature recently passed, and Minnesota Governor Tim Walz recently signed into law, Minnesota Statutes Chapter 342 which legalized THC products.
- C. Minnesota Statutes Chapter 342 establishes a regulatory framework for adult-use cannabis, as well as the lower potency hemp edibles; moves the medical cannabis program under a newly created state agency called the Office of Cannabis Management; establishes taxes on regulated products; creates grants to assist individuals entering into the legal cannabis market; amends criminal penalties; provides for expungement and resentencing of certain convictions; provides for temporary regulation of hemp-derived edible cannabinoid products; reschedules marijuana; and appropriates money.
- D. Various provisions of Minnesota Statutes Chapter 342 becomes effective July 1, 2023, and the Legislation calls for the State to establish a model ordinance for cities, which the City of Le Center would benefit from reviewing and analyzing before making any decisions related to cannabis businesses and products regulated under Minnesota Chapter 342 in the City.
- E. Chapter 342 specifies what distance restrictions cities can put in place under their zoning power. The City would benefit from having time to study and analyze acceptable time, place and manner restrictions that would be feasible for the City of Le Center as allowed under Chapter 342.
- F. Additionally, Le Center City Council passed a Moratorium which made it illegal for anyone under the age of eighteen (18) to possess in a public place THC-infused gummy candy, drinks and other edibles. The City would benefit from taking time to analyze and study the impact of the new law on the City's Moratorium and any necessary revisions of the Moratorium.

- G. Pursuant to Minn. Stat. § 462.355, subd. 4, the City is authorized to enact by ordinance a moratorium to regulate, restrict or prohibit land uses within its jurisdiction to protect the public health, safety, and welfare. Specifically, the City is authorized to enact a moratorium ordinance to allow it to undertake a study to determine whether to adopt any regulations or restrictions, including siting and location of uses, related to the sales, testing, manufacturing, cultivating, growing, transporting, delivery and distribution of Cannabis Products.
- H. Pursuant to its general police powers and also Minn. Stat. § 421.221, subd. 32, the City may enact and enforce regulations or restrictions on Cannabis Products within the City to protect the public safety, health, and welfare, including restrictions and a moratorium on the sales, testing, manufacturing, cultivating, growing, transporting, delivery and distribution, during the pendency of a study to determine the need for police power regulations, including but not necessarily limited to any additional licensing and permitting that may be allowed, if any, by the State.
- I. Pursuant to the language of Chapter 342 cities, as soon as the bill becomes effective, may have authority to adopt an interim ordinance to prohibit a cannabis business from opening until January 1, 2025, to conduct studies or consider adopting or amending allowed restrictions on the operation of a cannabis business. Because the effective date of the Legislation is not until July 1, 2023, the City cannot take advantage of this authorization until on or after that date.

## **SECTION 2. FINDINGS.**

- A. The City Council finds there is a need to study (i) cannabis products, including products: using any part of the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including but not limited to tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids; and any lower potency hemp edibles that contain more than 0.3% of Tetrahydrocannabinol, (ii) cannabis businesses related thereto, and (iii) the impact of those businesses and products as related to allowed land uses and zoning, in order to assess the necessity for and efficacy of regulation and restrictions relating to the retail sales, wholesale sales, testing, growing, cultivating, manufacturing, transporting, delivery of or distribution of any of the products referenced herein, including through zoning ordinances or licensing, if allowed, in order to protect the public health, safety, and welfares of its residents.
- B. The study will allow the City Council to determine the appropriate changes, if any, that it should make to the Le Center City Code, including any necessary zoning changes.
- C. The time will allow for any state agency licensing cannabis businesses to rule make and adopt its model ordinances which will further aid the Council in studying and considering restrictions on the operation of a cannabis businesses and the use of the products listed in paragraph 1 above.
- D. The City Council, therefore, finds that there is a need to adopt a city-wide moratorium on the retail sale, wholesale sale, testing, growing, cultivating, manufacturing, transporting, delivery of, and distribution of Cannabis Products, including products: using any part of

the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including but not limited to tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids, or lower potency hemp edibles.

### **SECTION 3. MORATORIUM.**

- A. No individual, establishment, organization, or business may engage in the retail sale, wholesale sale, testing, growing, cultivating, manufacturing, transporting, delivery of or distribution of Cannabis Products, including products using any part of the plant of the genus Cannabis plant; containing cannabis concentrate; infused with cannabinoids (including but not limited to tetrahydrocannabinol); extracted or derived from cannabis plants or cannabis flower; synthetically derived cannabinoids, or lower potency hemp edibles, to the date allowed by Chapter 342; January 1, 2025. The City can, pursuant to Chapter 342, terminate this moratorium prior to January 1 2025 if it so chooses.
- B. Planning or zoning applications related to any of the products listed in Subsection A of Section 3 herein or applications from individuals, establishments, organizations, or businesses involved in the proposed sale, testing, growing, cultivating, manufacturing, transporting, delivery of or distribution of Cannabis Products within the City of Le Center shall not be accepted or considered from the effective date of this ordinance up to the time outlined in Subsection A of Section 3.
- D. This moratorium does not apply to the selling, testing, manufacturing, or distributing of Cannabis Products related to the Medical Cannabis Program as administered by the Minnesota Department of Health, provided that such activity is done in accordance with the regulations and laws of Minnesota regarding Medical Cannabis.
- E. Pursuant to Chapter 342, this moratorium does apply to the sale of THC Products allowed under the 2022 Legislation, which includes edible and nonedible cannabinoid products that contain no more than 0.3% of Tetrahydrocannabinol.

**SECTION 4. STUDY.** The City Council directs City staff to study the need for local regulation regarding the retail sale, wholesale sale, testing, growing, cultivating, manufacturing, transporting, delivery or distribution of Cannabis Products listed in Section 3(A) herein within the City of Le Center. Staff must also study the need for creating or amending zoning ordinances, licensing ordinances, as allowed by the state, or any other ordinances, as allowed and not preempted by the state, to protect the citizens of Le Center from any potential negative impacts. Upon completion of the study, the City Council, together with such commission as the City Council deems appropriate or, as may be required by law, will consider the advisability of adopting new ordinances or amending its current ordinances.

**SECTION 5. ENFORCEMENT.** The City may enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil or criminal remedy in any court of competent jurisdiction. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance. A violation of this Ordinance is also subject to a misdemeanor penalty which is incarceration of up to 90 days and a fine

of up to \$1,000 or both. Each day that a violation occurs constitutes a separate violation.

**SECTION 6. TERM.** Unless earlier rescinded by the City Council, the moratorium established under this Ordinance shall remain in effect until January 1, 2025.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall be effective upon Summary Publication as allowed by law.

Passed this 8<sup>th</sup> day of August 2023.

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Christian Harmeyer - Mayor

ATTEST:

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Dan Evans - City Administrator

## Summary Publication

The Le Center City Council met on August 8, 2023 at its regularly scheduled meeting and held a public hearing concerning Interim Ordinance No. 2023-3 an interim ordinance prohibiting the sale, testing, manufacturing, cultivating, growing, transporting, delivery, and distribution of cannabis products in the City of Le Center. This interim ordinance shall remain in effect until January 1, 2025 or unless earlier rescinded by the City Council.

This is a Summary of Interim Ordinance No. 2023-3. To obtain a full copy of the Interim Ordinance, please contact Dan Evans, City Administrator at (507) 357-4450. A copy can also be picked up at City Hall located at 10 West Tyrone Street, Le Center, MN 56057. The Ordinance is effective upon this Summary Publication.

## Dan Evans

---

**From:** Kevin Huber <keshuber@frontiernet.net>  
**Sent:** Wednesday, August 2, 2023 9:08 AM  
**To:** Dan Evans  
**Subject:** Fwd: EM Crown Vic.

Sent from my iPhone

Begin forwarded message:

**From:** Kevin Huber <keshuber@frontiernet.net>  
**Date:** August 1, 2023 at 5:30:09 PM CDT  
**To:** Dan Evans <dan.evans@cityoflecenter.com>  
**Subject:** EM Crown Vic.

Dan,

I am writing this email as a request to purchase the city owned 2006 Ford Crown Victoria, I am willing to purchase "as-is", I will remove the police related equipment and city markings from the car. I will remove and return the radios for possible future EM use.

As the car sets, it does need repairs. I mentioned in the last e-mail I priced out removal of all equipment and markings with the condition of once all equipment was removed the the interior was put back together and all strobes were removed from the marker lights etc. the price that was given was just over 2500.00 ( 1.5-2 years ago) maybe a little less now as I removed a lot of the graphics already.

It does need a heater core, brake rotors, airbag light is on, and most likely by now tires due to setting so long. The value in fair shape was about 2000-2500 we never spent the money because it was more than the cars value to repair the heater and rotors along with stripping the components. It has been parked "out of service" for about a year or slightly more.

I'm offering \$500.00 for the car as is.

The reasoning is. The value is 2000- 2500 If the city were to pay to have the equipment removed they would most likely break even or even slightly go backwards selling it at value plus it still needs the heater core and brakes fixed ( pulsates bad) and airbag light is on which is one of the reasons we limited it's use.

Thank you  
Kevin Huber

Sent from my iPad

Sent from my iPhone

## COMMERCIAL BUILDING LEASE

THIS LEASE, made this 1st day of June 2022, by and between the City of Le Center, a municipal government entity, and Tri-Valley Opportunity Council, Inc. (Tri-Valley)

WHEREAS, Tri-Valley desires to lease from the City of Le Center that certain property located at 200 E. Bowler St., Le Center, MN, hereinafter referred to as the "Premises."

For and in consideration of the agreements and covenants contained in this agreement, the parties hereto mutually agree as follows:

1. **TERM:** The lease term agreement contemplated herein is a one (1) year lease agreement beginning on June 1, 2022. The parties have, however, agreed that beginning on June 1, 2023, Tri-Valley and the City of Le Center shall be entitled to review its financial portion and elect to continue with a month-to-month lease term or to exercise its option to pull out of the lease agreement, without penalty, with 30 days written notice.
2. **RENT:** Tri-Valley agrees to the following rental payment schedule:  
  
\$600 per month @ City of Le Center pays utilities (gas & electric).  
  
Rent shall be due on the first day of each month and shall be received by the City of Le Center via hand deliver or US Mail at 10 West Tyrone St., Le Center, MN 56057.
3. **USE OF PREMISES:** The leased Premises shall be used for the purpose of conducting all activities incident to a professional business. No part of the leased Premises shall be used for any purpose which is illegal, offensive, termed extra hazardous by insurance companies or which make void or voidable any insurance on the building or which may increase the premiums therefore, or which will interfere with the general safety of the surrounding neighborhood.
4. **ACCEPTANCE OF PREMISES:** Having taking possession of the leased Premises by Tri-Valley, shall be conclusive evidence the leased Premises were, on that date, in good, clean and tenantable condition and as represented by City of Le Center, providing that any defects shall be corrected by the City of Le Center during the duration of this lease.
5. **RIGHT TO ASSIGN OR SUBLET:** Tri-Valley shall not have the right to sublet any or all portion of the leased Premises, except with written consent of the City.
6. **SIGNS:** Tri-Valley shall have the right to erect any and all signs on theses Premises so long as said signs are in compliance with the local ordinances and any state and federal statutes or regulations. City of Le Center shall be responsible for all major maintenance and upkeep of the permanent outside signs except that Tri-Valley shall be responsible for all light bulbs and general maintenance of the signs.

7. **RULES AND REGULATIONS:** Tri-Valley shall use the leased Premises and the public areas in the building in accordance with such rules and regulations as may from time to time be made by City of Le Center for the general safety, comfort and convenience of the owners, occupants and tenants of the building, and shall cause Tri-Valley customers, employees, and invitees to abide by such rules and regulations.
8. **WASTE:** Tri-Valley shall use best efforts to conserve heat, air conditioning, water, electricity and shall use due care in the use of the leased Premises and the public areas in the building.
9. **RIGHT TO ENTER:** The City of Le Center, its agents and representatives may at any reasonable time after having advised Tri-Valley it intends to do so, enter and view and inspect the leased Premises. The City of Le Center, its agents and representatives may at any time in case of emergency, enter the leased Premises to do such act as the City of Le Center may deem proper in order to protect the leased Premises, the building or any occupants of the building.
10. **UTILITIES:** It is agreed that Tri-Valley shall pay for telephone, internet access, city water bill, and garbage removal associated with the Premises. Tri-Valley will be responsible for any hazardous waste removal generated by their business. Tenant shall have the duty to remove all snow and maintain the sidewalk and adjacent Premises in a neat and clean condition, and will be held liable should emergency vehicles not be able to gain proper access to the Premises. City of Le Center will plow the parking lot. City of Le Center will mow the lawn.
11. **EQUIPMENT:** Tri-Valley has use of all equipment within the Premises and is responsible for all associated maintenance and repairs of said equipment; and will return such equipment back to the City of Le Center in working order, but is not responsible for the normal wear and tear or the expended useful life of such equipment.
12. **REPAIRS, UPKEEP, MAINTENANCE, & ALTERATIONS:** During the term of this lease, Tri-Valley may make such alterations, additions or changes of a non-structural nature which are necessary and convenient for business needs. In addition, upon the City of Le Center's prior written consent, Tri-Valley may make any structural additions or changes they find necessary. Tri-Valley shall be responsible for all repairs, maintenance and the upkeep of non-structural portions of the leased Premises of the building, including the costs of all glass repaired not covered by insurance. The City of Le Center shall be responsible for all major repairs and maintenance to structural portions of the building, including the roof, walls, foundation, furnace, plumbing, water-softener, air-conditioner or other appliances.
13. **INSURANCE:** The City of Le Center agrees during the term of this lease they will carry public liability insurance on the Premises for property damage liability in the amount of not less than \$150,000 and general liability insurance to afford protections to a limit of at least \$500,000 in respect to injury or death of any one person and to a limit of at least \$1,000,000 in respect to any one accident or occurrence.



14. **MECHANIC'S LIEN AND USE OF PREMISES:** Tri-Valley shall keep the Premises free from all mechanic's liens, and if any mechanic's liens or liens of any kind shall be filed against the Premises, Tri-Valley shall within thirty (30) days thereafter, at its own cost and expense, cause such liens to be discharged or in the event it desires to contest said liens, it shall file a bond sufficient to indemnify the City of Le Center against all costs arising out of the mechanic's liens.
15. **FIXTURES:** Upon termination of this lease for any cause, Tri-Valley may remove any fixtures or equipment, regardless of whether such fixtures are attached, which have been installed on the Premises by Tri-Valley. However, any injury or damage to the building caused by the removal of such personal property, shall be repaired by Tri-Valley itself.
16. **CASUALTY:** In the event of total destruction of the leased Premises by fire, explosion, act of God or other casualty, this lease shall terminate upon the option of Tri-Valley. In the event of a partial destruction, the rent shall be abated in the proportion that the non-tenantable portion of the leased Premises bears to the entire leased Premises.
17. **CONDEMNATION:** In the event of condemnation by public authorities of the entire Premises or so much thereof that the balance is not useful for the purpose intended under the lease, then this lease shall cease and terminate as of the date of its taking.
18. **DEFAULT:** In the event a default shall be made by Tri-Valley in any payment provided herein, or in the case any mechanic's liens shall be placed against the leased Premises, then upon such event the City of Le Center shall send Tri-Valley written notice of such default, and if such default is not cured within thirty (30) days after such notice is sent, this lease shall be cancelled and terminated and the City of Le Center may without further notice or demand re-enter the leased Premises either with or without process of law and remove Tri-Valley from the Premises. Tri-Valley agrees that upon termination of this lease as herein provided, it will surrender and deliver the Premises peaceably to City of Le Center immediately upon such termination; including all entry keys to the building.
19. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties hereto and shall not be modified, amended, altered or changed except by written agreement signed by both parties to this agreement.
20. **NOTICES:** All notices to be given for any provisions of this lease shall be in writing and mailed to the other party at such address as the parties may provide in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 1st day  
of June, 2022.

Tri-Valley Opportunity Council, Inc.

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

City of Le Center

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

**CITY OF LE CENTER  
COUNTY OF LE SUEUR  
STATE OF MINNESOTA**

**ORDINANCE NO. 2023-4**

**AN ORDINANCE PROHIBITING THE USE OF TETRAHYDROCANNABINOL (THC)  
PRODUCTS IN PUBLIC PLACES**

WHEREAS, the City Council for the City of Le Center, Le Sueur County, Minnesota, is empowered under Minnesota Law to provide regulations for the general welfare and benefit of its residents; and

WHEREAS, the Minnesota Legislature recently enacted a law authorizing the recreational use of Tetrahydrocannabinol (THC) products and further, said law allows municipalities the authority to regulate and prohibit the public use of the same; and

WHEREAS, the City Council does hereby and herein ORDAIN as follows:

1. There shall be no public consumption of Cannabinoids, Cannabinoid products, products having a Cannabinoid Profile, products having a Cannabis Concentrate, Intoxicating Cannabinoids, Lower-Potency Hemp Derived Edibles, Synthetic Cannabinoids, or Tetrahydrocannabinol (THC) products, as those products are defined in Chapter 68, M.S.A. Section 342.01, as amended from time to time, in the City of Le Center at the following locations:
  - a. Any city owned or city leased property including the grounds, parking lot, or structures thereon;
  - b. City Hall;
  - c. City's Public Works Building;
  - d. Fire Hall;
  - e. Police Station;
  - f. Municipal Liquor Store;
  - g. Any Park;
  - h. Any Beach;

- i. Any Playground;
- j. Any Ballfield;
- k. Any Concession Stand;
- l. School grounds;
- m. Fair grounds
- n. Library grounds;
- o. Any sidewalk;
- p. Any parking lot;
- q. Any cemetery;
- r. Any festival or farmers market;
- s. Any street or sidewalk;
- t. Any other place where the public is invited to gather.

2. Penalty: A violation of this ordinance shall be a petty misdemeanor, punishable by a fine of \$290.

Upon motion made, duly seconded, and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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