

**LAMBERTON CITY COUNCIL**  
**REGULAR MEETING • CITY HALL**  
**October 15, 2024 • 6:30 P.M.**

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**1. CALL TO ORDER/ADOPT AGENDA/CEREMONIAL DUTIES**

A. Additions/Deletions to Agenda

**2. CONSENT AGENDA**

A. Approval of Minutes (can all be done in one motion)

1. 9-9-2024 City Council Regular Meeting
2. 9-23-24 City Council Special Meeting

**3. GENERAL BUSINESS**

A. Petitions, Request, Communications

1. Citizen Complaints & Concerns - None
2. Building/Zoning Permit Requests - None
3. Request for Council Action
  - a. RCA – Fire Relief Association
  - b. RCA – Commercial Club
  - c. RCA – Liability Waiver
  - d. RCA – Personnel Policy
  - e. RCA – Cannabis Regulation
  - f. RCA – Redwood County Police Coverage
  - g. RCA – Hire Part-Time Police
  - h. RCA – CSO Resignation
  - i. RCA – Ambulance Resignations
  - j. RCA – Child Care Grant

B. Department Reports

1. Library –
2. Ambulance Department –
3. Fire Department –
4. Police Department –
5. Maintenance Department -
6. Administration/EDA Department – Enclosed

C. Ordinances and Resolutions (can all be done in one motion)

1. 2024-17 – Resolution Authorizing Child Care Development Grant

D. Financial Report & Approval of Claims

1. October 2024 Financial Report
2. Approval of Claims

**4. MAYOR & COUNCIL REPORTS & COMMUNICATIONS**

A. Information for Council

1. LRIP – Not Funded
2. SW Regional Trail Plan – Also see: <https://www.swrdc.org/regional-trails/>
3. Clinic – Power Changes – removal of 3-phase
4. Bidding on Forfeited Property
5. League Membership Dues

**5. NEXT MEETING DATES**

A. Regular Council Meeting November 12, 2024 at 6:30 PM (Tuesday because of Veterans Day)

**6. ADJOURNMENT**

**LAMBERTON CITY COUNCIL  
REGULAR MEETING • CITY HALL  
September 9, 2024 • 6:30 P.M.**

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**1. CALL TO ORDER/ADOPT AGENDA/CEREMONIAL DUTIES**

- Meeting called to order at 6:30 PM September 9, 2024.
- Present: Mayor L. Sik, L. Bittner, D. Irlbeck, D. Knutson. L. Pfarr
- Staff in Attendance: V. Halter, J. Thram, A. Vogel,
- Others Present: Grady Holtberg
- A. Additions/Deletions to Agenda
  1. Grady Holtberg – Redwood County EDA Coordinator
  2. RCA – Police Case - Ordinance
  3. RCA – Comprehensive Plan
  4. RCA – Dollar General Easements

***Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to approve the agenda as amended.***

**2. CONSENT AGENDA**

- A. Approval of Minutes (can all be done in one motion)
  1. 8-12-2024 CC Meeting Minutes
  2. 8-12-2024 Public Hearing Minutes
  3. 8-26-2024 CC Work Session
  4. 6-26-2024 EDA Minutes

***Motion/Second/Pass (Pfarr/Knutson/unanimous 5/0) to approve the minutes as listed.***

**3. GENERAL BUSINESS**

- A. Grady Holtberg is the new EDA Coordinator. He was present to introduce himself and encourage the council to contact him if they have any questions or needs. Current projects are fiber, housing study, and childcare. Grady would like to focused on the entire county.
- B. Petitions, Request, Communications
  1. Citizen Complaints & Concerns
    - a. Kids driving ATVs & Golf Carts – Discussion was held.
  2. Building/Zoning Permit Requests
    - a. Building Permit
      - 2024-12 - 1006 S. Elm. Street – Kyle Hubert – Fence Installation

***Motion/Second/Pass (Bittner/Pfarr/unanimous 5/0) to approve building permit 2024-12.***

- 2024-13 – 208 3<sup>RD</sup> Ave. W. – Lee & Beth Schaffran – Shed

***Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to approve building permit 2024-13.***

3. Request for Council Action
  - a. RCA – St Joseph’s water bill – St. Joseph’s had a leak and caused high usage.  
***Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to approve a one-time credit of \$417.65.***
  - b. RCA - Empty Lot – there is a piece of land on First Ave. that is platted to be the end of Juniper Street. Halter has been contacted about purchasing the lot from the city to build a garage. Discussion held.  
***Motion/Second/Pass (Knutson/Bittner/unanimous 5/0) to approve moving forward with the process to sell the lot.***
  - c. RCA – Library – Community Education Position – At the council work session there was talk of reducing the library hours again this coming year. RRC has not filled their Community Education position. Halter contacted the school to see if they would be interested pursuing an agreement for the Library to take over Community Education. This way the Library generates income that helps cover expenses and it helps the school. Halter met with Superintendent Lee. He will present to the board at their next board meeting. If approved by both parties, we will work on coming to an agreement. A. Vogel would like to bring up to the Library Board before it moves forward. Discussion was held.

**Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to approve pursuing an agreement with RRC to direct the Community Education program.**

- d. RCA – Budget Questions – Halter went over questions she had for developing the 2025 preliminary budget. Halter’s computer will no longer be supported next year. They should be budgeted to update next year. Halter also discussed the possibility of changing computer support companies. Halter questioned if the council would like to budget for a lobbyist next year. Bittner voiced she is on the fence. Mayor Sik also stated he is undecided. Pfarr stated she is not for it. Discussion was held.
- e. RCA – Budget Special Meeting – The council will need to adopt a preliminary budget for 2025 before the end of September.

**Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to have a Special Meeting set for Monday, September 23, 2024 at 6:30PM for the purpose of adopting the 2025 Preliminary Budget and ordinance hearing.**

- f. RCA – Ordinance Case – CSO has the first case done. The council needs to allow them to come a dispute the complaint and move forward with the process.

**Motion/Second/Pass (Pfarr/Irlbeck/unanimous 5/0) move forward with the ordinance violation process for the property at 410 Fir Street.**

- g. RCA – Comprehensive Planning – Chris Webb with the Southwest Regional Development contacted us asking if we would like to work on a comprehensive plan for Lambertton. There are grants to cover some of the expense. Discussion was held. The consensus is we are not ready for it.
- h. RCA – Dollar General Easements – Matt Novak notified Halter that the easements that Dollar General did for the utilities needed for the utilities on the back side on the property. These easements would be for the city. Dollar General was suppose to get them and then they transfer to the city. Council instructed Halter to get more information on it.

C. Department Reports

- 1. Library – None submitted.
- 2. Ambulance Department – Halter stated Birkemeyer was in and told her there were 12 calls for last month 1 handled by Walnut Grove, 3 handled by Wabasso, and the rest by Lambertton. Discussion held on coverage.
- 3. Fire Department – None submitted.
- 4. Police Department – None submitted.
- 5. Maintenance Department – Thram updated council on street work. Fog coating will happen this week. Thram would like to prioritize re-doing the parking ordinance. Cars are parked in the same spaces for weeks on end. They have been working on alleys. Thram will work on getting the measurements needed to get pool liner estimates. Clinic sewer was a bigger project than anticipated. Floor has been installed and the sidewalk repair will be the end of this week. Pfarr questioned about the flags and banners on Main Street.

**Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to approve the maintenance report.**

- 6. Administration/EDA Department – Halter updated the council on her activities including working on the federal EDA grant for updating our water wells and the 2025 budget.

**Motion/Second/Pass (Pfarr/Bittner/unanimous 5/0) to approve the Administration/EDA report.**

D. Ordinances and Resolutions (can all be done in one motion)

- 1. 2024-14 – Resolution Approving 2024 Budget CIP Transfers
- 2. 2024-15 – Resolution Approving 2024 Budget Interfund Transfers

**Motion/Second/Pass (Bittner/Irlbeck/unanimous 5/0) to approve resolution 2024-14 and 2024-15.**

E. Financial Report & Approval of Claims

- 1. September 2024 Financial Report
- 2. Approval of Claims

**Motion/Second/Pass (Knutson/Pfarr/unanimous 4/0) to approve the August 2024 Financial Report and Approval of Claims.**

4. MAYOR & COUNCIL REPORTS & COMMUNICATIONS

A. Information for Council

1. Notice of Expiration of Redemption – 83-023-3440 – 804 Cherry Street
2. Ottertail Carbon Pipeline information.

**5. NEXT MEETING DATES**

- A. Special Council Meeting September 23, 2024 at 6:30PM.
- B. Regular Council Meeting October 15, 2024 at 6:30 PM (Tuesday because of Columbus Day)

**6. ADJOURNMENT**

***Motion/Second/Pass (Irlbeck/Bittner/unanimous 5/0) to adjourn the meeting. Meeting adjourned at 7:40PM.***

Respectfully Submitted,

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Valerie Halter  
Clerk

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Lydell Sik  
Mayor

**LAMBERTON CITY COUNCIL  
SPECIAL MEETING • CITY HALL  
September 23, 2024 • 6:30 P.M.**

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**1. CALL TO ORDER/ADOPT AGENDA/CEREMONIAL DUTIES**

- Meeting called to order at 6:30 PM September 23, 2024.
  - Present: Mayor L. Sik, L. Pfarr, L. Bittner, D. Knutson
  - Others Present: Marc Wiedeman
  - Staff in Attendance: V. Halter
- A. Additions/Deletions to Agenda

***Motion/Second/Pass (Pfarr/Bittner/unanimous 4/0) to approve the agenda.***

**2. GENERAL BUSINESS**

A. Petitions, Request, Communications

1. Building/Zoning Permit Requests

a. Building Permits

- 2024-14 - 503 Main St S - Marc Wiedeman – Construction of Shed

***Motion/Second/Pass Bittner/Pfarr/unanimous 4/0) to approve building permit 2024-14.***

2. Request for Council Action

- a. RCA – Preliminary 2025 Budget Information – Halter reviewed information about the proposed preliminary budget. It comes in at \$890,000 a 7.229% increase over last year. Halter increased the utility rates as discussed during the work session. Halter discussed changing the Water Testing charge. We currently do it once a year at \$10.40. Halter would like the council to consider charging \$1/month instead. Halter left Library hours the same and will continue working on the Community Education agreement. Chief Walker asked to budget for a full-time Police Chief/Officer. The street budget has increased, and money has been budgeted for tree removal. Discussion was held on the clinic the work that has been done and the work that still needs to be done. The council instructed Halter to raise the clinic rent to \$750.00/month.

B. Ordinances and Resolutions (can all be done in one motion)

1. 2024-16 – A Resolution Adopting a Preliminary Levy for 2024, Collectible in 2025

***Motion/Second/Pass (Bittner/Pfarr/unanimous 4/0) to adopt Resolution 2024-16 Adopting the 2025 Preliminary Budget.***

Mayor Sik questioned Halter about the Mandile property hearing. Chief Walker sent a certified letter to Mandile stating the hearing date. No one was present and the nuisances have not been abated.

***Motion/Second/Pass (Knutson/Pfarr/unanimous 4/0) to move forward with the Mandile property abatement process.***

**3. NEXT MEETING DATES**

- A. Regular Council Meeting October 15, 2024 at 6:30 PM (Tuesday because of Columbus Day)

**4. ADJOURNMENT**

***Motion/Second/Pass (Pfarr/Knutson/unanimous 4/0) to adjourn the meeting. Meeting adjourned at 7:52PM.***

Respectfully Submitted,

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Valerie Halter  
Clerk

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Lydell Sik  
Mayor

9-11-2024	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Fire Relief Association
<b>SUBJECT:</b>	Change in Benefit
<b>ISSUE/REQUEST/ BACKGROUND:</b>	<p>Nate Erickson will be in attendance regarding the funds in the Relief Associations account.</p> <p>Their balance has grown to where they need to raise their pay-out amount.</p> <p>Attached are some examples of pay-out amounts and where it would leave the association's balance.</p> <p>They are required to keep a certain amount of money in the account, if it falls below that amount, the City would be liable to contribute to bring it up to where it needs to be. They are also regulated as to how much money they can accumulate or keep in the account – this is the reason for needing to raise the pay-out.</p> <p>They also need to change language in their by-laws to account for this change. They also updated death benefits and removed outdated language regarding interest and the pension. (I attached what they have changed.)</p>

# Excel Sheet

he has been a member of the association, and such other information as the Board of Trustees may require

Section 4. No benefits or pensions shall be paid until the application thereof has been approved by a majority vote of the Board of Trustees. Decisions of the Board shall be final as to payment of such benefits or pensions. No person receiving a pension shall be paid any other benefits by this association.

## ARTICLE VIII - SICK AND DISABILITY BENEFITS

Section 1. A member of this association shall be entitled to a disability benefit for any permanent and total sickness or disability arising out of or in the course of duties as a volunteer firefighter.

Section 2. If a member of this association shall become totally and permanently disabled to the extent that a physician or surgeon, acceptable to the Board of Trustees, shall certify that such disability will permanently prevent said individual from performing his duties in said fire department, the association shall pay to such member an amount equal to his lump sum service pension as determined in Article IV, Section 2.

## ARTICLE IX - DEATH BENEFITS AND PENSIONS

Section 1. Upon the death of any member of the association who is in good standing at the time of his death, the association shall pay to the surviving spouse, if any, and if there is no surviving spouse, to surviving child or children, the sum of ~~\$650~~ <sup>1/2</sup> for each year that he served but not to exceed the maximum amount per year of service allowed by law for the minimum average amount of available financing per firefighter as prescribed by law. (875)

Section 2. Each member who shall served actively in the Lamberton Fire Department for a period of twenty (20) years or more prior to his resignation from said fire department, and who has reached the age of fifty (50) years or more, and who has been a member of the association for at least ten (10) years shall be entitled to a lump sum service pension in the amount of ~~\$1050.00~~ <sup>1750</sup> for each year of service but not to exceed the maximum amount per year of service allowed by law for the minimum average amount of available financing per firefighter as prescribed by law. (See chart provided by State for minimum amount available per fire fighter.) 1750 →

Section 3. If a member of the association shall have served in the Lamberton Fire Department for at least twenty (20) years but has not reached the age of fifty (50), he may retire from said fire department and be placed on the deferred pension roll. When he reaches the age of fifty (50) years, and provided that at the time he has been a member of the association for at least twenty (20) years, he shall be paid the yearly sum in effect at the time of his resignation for each year that he served as an active member of said department. ~~The association shall add to the amount payable to such member, interest, compounded annually, at the rate actually earned on the assets of the Special Fund, but not to exceed 5% per year. During the time that any member is on the deferred pension roll, he shall continue to pay his dues, and he will not be eligible to receive any of the benefits provided for in Article VII.~~ } act

Section 4. If a member shall have served for more than ten (10) years, but less than twenty (20) years, as an active member of the Lamberton Fire Department, he may retire from said fire department and be placed on the early vested pension roll. When he reaches the age of 50 years, and provided that at the time he has been a member of the association for at least ten (10) years, he shall upon application thereof, be paid in the following manner:

Completed Years of Service	Non-Forfeitable Percentage of Pension Amount
10	50%
11	55%
12	60%

**BY-LAWS OF THE  
LAMBERTON FIRE DEPARTMENT RELIEF ASSOCIATION  
Lamberton, Minnesota 56152**

**ARTICLE I – MEMBERSHIP**

Section 1. Any regular active member of the Lamberton Fire Department is eligible to apply for membership in this association.

Section 2. Application for membership may be made at any regular or special meeting of the Board of Trustees, and then laid over for one month for consideration. During this time, the Board of Trustees shall conduct an investigation to determine if the applicant, due to some medically determinable physical or mental impairment or condition, would constitute for the association a predictable and unwarranted risk of liability for benefits at an age earlier than the minimum age specified for receipt of a service pension. If no such impairment or condition exists, the Board of Trustees shall appoint the applicant to membership in the association.

Section 3. Resignation or expulsion from the Lamberton Fire Department or a response time of more than 15 minutes from the City of Lamberton to take up residence elsewhere, shall terminate the membership of the member so resigning, expelled or removed, provided, however, that any member who has served for at least the minimum number of years required by Article IX of these by-laws for vesting of his pension rights as an active member of the Lamberton Fire Department, shall retain his membership in this association, regardless of resignation or removal, subject to payment of dues and such other regulations which may be from time to time imposed.

Section 4. Any active fireman may, upon request, be granted a one (1) year leave of absence if he is leaving the City for purposes of employment or if called to the service of his country with the approval of the majority of members of the association.

Section 5. All active members of the Lamberton Fire Department are responsible for completing and maintaining all requirements for certifications required by the City of Lamberton and the State of Minnesota. All active members of the Lamberton Fire Department are responsible for meeting the requirements of training and meeting attendance set forth by the Lamberton Relief Association.

**ARTICLE II – BOARD OF TRUSTEES**

Section 1. The Board of Trustees shall be composed of the following: a President, a Vice-President, a Secretary, a Treasurer and two general trustees, each of who shall be elected for a term as specified in this Article, or until his successor has been elected and qualified, at the annual meeting of the association from its members, and in addition, the statutory ex officio members consisting of three elected members of the Lamberton City Council. These ex officio members will be appointed to the relief association for terms to be determined by the Council and shall have all rights and duties of all other members of the Board of Trustees, except an ex officio member shall not be an officer of the relief association.

Section 2. At the first election following the adoption of these by-laws, the two general trustees shall be elected for terms of one year; the President and the Vice-President shall be elected for terms of two years; the Secretary and the Treasurer shall be elected for terms of three years. Thereafter, as their respective terms of office expire, two officers or general trustees shall be elected for three- year terms at the annual meeting. If a vacancy occurs during the term of office of any officer or general trustee, the remaining members of the Board of Trustees shall elect a member of the association to serve for the unexpired term of the vacated position.

Section 3. It shall be the duty of the Board of Trustees to prepare modes and plans for the safe and profitable investment of the unappropriated funds of the association and whenever loans or investments are made, to investigate



and pass upon the securities offered and to attend to the drawing and execution of the necessary papers. The Board shall order an audit of the books and accounts of the Secretary and Treasurer annually, according to law, and shall submit a written report of the condition of the association to members at the annual meeting.

Section 4. The investment of funds the association shall be in the exclusive control of the Board of Trustees, in conformance with State statutes.

Section 5. The members of the Board shall act as trustees with a fiduciary obligation to the State of Minnesota, City of Lamberton and to the members of the association.

### **ARTICLE III – DUTIES OF OFFICERS**

Section 1. It shall be the duty of the President to attend and preside at all meetings of the association and the Board of Trustees. He shall enforce the due observance of the Articles of Incorporation and the By-Laws and see that the officers properly perform the duties assigned to them. He shall sign all checks issued by the Treasurer from the "Special Fund" and all other papers requiring his signature. He shall be a member of all committees except the Aid Committee and shall exercise careful supervision over the affairs of the association. He shall receive such salary as may be fixed from time to time by the Board of Trustees, subject to approval of the association, and payable from the Special Fund of the association.

Section 2. It shall be the duty of the Vice-President to perform the duties of the President in his absence. In the absence of both the President and the Vice-President, it shall be the duty of the association to elect a President Pro Tern, who shall perform the duties incident to the office. The Vice-President shall receive such a salary as may be fixed from time to time by the Board of Trustees, subject to the approval of the association, and payable from the Special Fund of the association.

Section 3. It shall be the duty of the Secretary to keep a true and accurate record of the proceedings of all meetings of the association and of the Board of Trustees. He shall keep a correct record of all amendments, alterations and additions to the Articles of Incorporation or the By-Laws in a separate book from the minute books of the association. He shall cause due notice of all special meetings of the association and the Board of Trustees to be given. He shall keep a roll of membership, with the date of joining, resignation, discharge, dues and assessments paid, and relief or pensions furnished. His books shall be at all times open to inspection by the Board of Trustees. He shall sign all orders for payments issued to the Treasurer, and jointly with the Treasurer, prepare and file all reports, and statements as required by law. He shall receive such salary as may be fixed from time to time by the Board of Trustees, subject to approval of the association and payable from the Special Fund of the association.

Section 4. It shall be the duty of the Treasurer to receive all money belonging to the association and hold them subject to the order of the President and counter signed by the Secretary. He shall keep separate and distinct accounts entitled "General Fund" and "Special Fund" and shall prepare and present to the Board of Trustees a full and detailed statement of the assets and liabilities of each fund prior to the annual meeting of the association. Failing in his obligations, he may be impeached and expelled from the association. He shall deliver to his successor in office or any committee appointed by the Board of Trustees to receive the same, all money, books, papers, etc., pertaining to his office upon the expiration of his term of office. He shall, prior to entering upon the duties of his office, give a bond in such amount and with such sureties as may be required and approved by the Board of Trustees, conditioned upon the faithful discharge of his trust and the faithful performance of the duties of his office and payable from the Special Fund of the association. The bond is equal to ten percent (10%) of the assets of the association. Jointly, with the Secretary, he shall prepare, and file all reports, and statements required by law. He shall receive such salary as may be fixed by the Board of Trustees from time to time and subject to the approval of the association and payable from the Special Fund of the association. All checks disbursed from the General Fund will be signed by the Treasurer, whereas, all checks disbursed from the Special Fund must be signed by the President and Treasurer.

Section 5. There shall be an Aid Committee composed of the Vice-President and two other members of the association,

who may or may not be members of the Board of Trustees, appointed by the President. The Vice-President shall be the chairman of this committee, whose duty shall be to see that assistance is rendered to each sick or disabled member and to the survivors of any deceased member.

#### **ARTICLE IV – MEETINGS**

Section 1. The annual meeting of the association, for the election of officers and trustees, and other business, shall be held on the last Tuesday of January in each year.

Section 2. The Board of Trustees shall meet at least 4 times during each year.

Section 3. Special meetings of the association or of the Board of Trustees may be called by the President or two (2) members of the Board of Trustees and shall be called upon written request of six (6) or more members of the association. Members or Trustees shall be notified by the Secretary of such special meetings and the object of the meeting shall be stated in such notice.

Section 4. A majority of the Board of Trustees, then in office, and forty (40%) of the members of the association shall constitute quorums for the transaction of business at their respective meetings. Less than a quorum may adjourn a meeting to a future time which the Secretary shall make known to the affected members.

Section 5. All meetings shall be conducted according to Robert's Rules of Order

#### **ORDER OF BUSINESS**

1. Call to order.
2. Reading of minutes of previous meeting.
3. Reading of reports and minutes of Board of Trustees meeting.
4. Reports of Officers.
5. Propositions for membership.
6. Reports of special committees.
7. Balloting for members.
8. Election of officers and trustees. (Annual Meeting)
9. Unfinished business
10. New business.
11. Roll call & collection of fees (if any).
12. Adjournment

#### **ARTICLE V – DUES, DUTTIES AND RIGHTS OF MEMBERS**

Section 1. Each member shall pay to the association annual dues of \$20.00, payable on or before the date of the annual meeting of each, year;

Section 2. Any member of the association who fails to pay his dues to the association within ten (10) days of the time when such payment was due, stands suspended from membership and forfeits all rights and benefits thereunder by such non-payment without any action by the association or by any officer thereof.

Section 3. Any member who shall, in the opinion of a majority of the Board of Trustees, fraudulently claim benefits from, or defraud or attempt to defraud the association in any way, shall be suspended from membership by the Board and he shall forfeit all further rights to benefit from the association.

Section 4. Any suspended member can only be reinstated upon his application therefor in writing, presented at a regular or special meeting of the association, accompanied by a sum of money equal to what he would have been required to

pay to the association during the period of suspension had he not been suspended, plus a reinstatement fee of \$20.00, upon a favorable vote of Two-thirds (2/3) of the members present and voting at such meeting. If the application for reinstatement is rejected, the money accompanying the same shall be returned to the applicant.

Section 5. No money or funds of the Special Fund of the association shall be disbursed except for those purposes specifically authorized by State Statutes.

Section 6. No money or funds of the General Fund of the association shall be disbursed for any purpose not herein provided for, unless authorized by the favorable vote of two-thirds (2/3) of the members present at a regular or special meeting of the association.

Section 7. All reports and resolutions shall be submitted in writing and no report from a committee shall be accepted unless *it* is the report of a majority of a committee provided, however, that a minority shall be permitted to present its views in writing.

## **ARTICLE VI – FUNDS**

Section 1. The funds and property received by this association shall be divided into two (2) separate and distinct funds: one to be called the "GENERAL FUND", and the other to be called the "SPECIAL FUND".

Section 2. The General Fund shall be credited with all moneys received from dues, fines, fund raisers and other miscellaneous sources. The General Fund of the association shall be kept by the Treasurer. The General Fund is used to pay the expenses of the association which are not provided for by the Special Fund. Funds may be disbursed for any purpose reasonably related to the welfare of the association as authorized by the favorable vote of two-thirds (2/3) of the members present at a regular or special meeting of the association.

Section 3. The Special Fund shall be credited with all moneys received from any tax sources, donated property or funds granted to the association for the benefit of this fund. The Special Fund of the association shall be kept by the Treasurer. No funds shall be disbursed for any purpose except those authorized by law.

Section 4. Disbursements of funds from the General Fund can be made by checks drawn and signed by the Treasurer, whereas, checks drawn on the Special Fund must be signed by both the President and Treasurer. Except when issued for salaries, pensions and other fixed charges, the exact amount of which has previously been determined and authorized by the Board of Trustees or members, no check shall be issued until the claim to which it relates has been approved by the Board of Trustees.

Section 5. All money belonging to this association shall be deposited to the credit of the association in such banks, trust companies, savings and loan association or other depositories as the Board of Trustees may designate.

## **ARTICLE VII – APPLICATION FOR BENEFITS**

Section 1. All applications for relief or pension benefits shall be made in writing on forms furnished by the Secretary.

Section 2. All applications for disability benefits shall be submitted to the Board of Trustees at a regular or special meeting of the Board. The application shall be accompanied by a certificate from the attending physician or surgeon setting forth the nature of the illness or injury, the cause and duration thereof, the length of time the applicant has been unable to perform his duties as a firefighter, and an estimate of the future time during which the applicant will be unable to perform his duties as a firefighter.

Section 3. All applications for pensions shall be submitted to the Board of Trustees at a regular or Special meeting of the Board. Applications shall be verified by an Oath of the applicant and shall state the age of the applicant, the period of service in and the date of retirement from the Lamberton Fire Department, the length of time

he has been a member of the association, and such other information as the Board of Trustees may require

Section 4. No benefits or pensions shall be paid until the application thereof has been approved by a majority vote of the Board of Trustees. Decisions of the Board shall be final as to payment of such benefits or pensions. No person receiving a pension shall be paid any other benefits by this association.

**ARTICLE VIII – SICK AND DISABILITY BENEFITS**

Section 1. A member of this association shall be entitled to a disability benefit for any permanent and total sickness or disability arising out of or in the course of duties as a volunteer firefighter.

Section 2. If a member of this association shall become totally and permanently disabled to the extent that a physician or surgeon, acceptable to the Board of Trustees, shall certify that such disability will permanently prevent said individual from performing his duties in said fire department, the association shall pay to such member an amount equal to his lump sum service pension as determined in Article IV, Section 2.

**ARTICLE IX – DEATH BENEFITS AND PENSIONS**

Section 1. Upon the death of any member of the association who is in good standing at the time of his death, the association shall pay to the surviving spouse, if any, and if there is no surviving spouse, to surviving child or children, the sum of half of the approved payment per year..

Section 2. Each member who shall served actively in the Lambertton Fire Department for a period of twenty (20) years or more prior to his resignation from said fire department, and who has reached the age of fifty (50) years or more, and who has been a member of the association for at least ten (10) years shall be entitled to a lump sum service pension in the amount of \$1750.00 for each year of service but not to exceed the maximum amount per year of service allowed by law for the minimum average amount of available financing per firefighter as prescribed by law. (See chart provided by State for minimum amount available per fire fighter.)

Section 3. If a member of the association shall have served in the Lambertton Fire Department for at least twenty (20) years but has not reached the age of fifty (50), he may retire from said fire department and be placed on the deferred pension roll. When he reaches the age of fifty(50) years, and provided that at the time he has been a member of the association for at least twenty (20) years, he shall be paid the yearly sum in effect at the time of his resignation for each year that he served as an active member of said department.

Section 4. If a member shall have served for more than ten (10) years, but less than twenty (20) years, as an active member of the Lambertton Fire Department, he may retire from said fire department and be placed on the early vested pension roll. When he reaches the age of 50 years, and provided that at the time he has been a member of the association for at least ten (10) years, he shall upon application thereof, be paid in the following manner:

<b>Completed Years of Service</b>	<b>Non-Forfeitable Percentage of Pension Amount</b>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%

18	90%
19	95%
20 and thereafter	100%

During the time that any member is on the early vested pension roll, he shall continue to pay his dues, and he will not be eligible to receive any of the benefits provided for in Article VIII. Pensions payable to members on the early vested pension roll shall be based on the amount payable per year of service in effect at the time of such retirement.

Section 5. For the purpose of computing benefits payable under Article VIII and IX, a "year of service" shall be defined as a period of twelve full months of active duty in the Lambertton Fire Department, beginning on the anniversary of the date when the member became an active member of said fire department. If a member's period of active service is not continuous, parts of years may be added together to compute full years.

**ARTICLE X – AMMENDMENTS**

Section 1. The By-Laws of this association may be amended at any regular or special meeting by a favorable vote of two-thirds (2/3) of the members present and voting, provided that the quorum is present, and provided further that notice of any proposed amendment or amendments shall be given by reading the same at a regular or special meeting not more than thirty-one (31) days next proceeding that upon which each amendment or amendments are acted upon, and that a notice be mailed to each member at his last known address not less than ten (10) days prior to such meeting; and provided further, that if such amendment or amendments shall change the amount of benefits or pensions, approval of the City Council of Lambertton must be obtained before such change may take effect.

Section 2. These By-Laws will rescind all previous By-Laws of the Association which have been in force and will now be the ones this association shall work by.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Lamberton Fire Department Relief Association

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

City Council of Lambertton

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

10-2-2024	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie Halter
<b>SUBJECT:</b>	Commercial Club
<b>ISSUE/REQUEST/ BACKGROUND:</b>	Lamberton Commercial Club - would we like to join?  I think we would be a small business at \$50 – Large business is \$100.

# Lamberton Commercial Club

Dear Lamberton Area Business:

It is the time of the year when we are asking for your financial support for the Lamberton Commercial club. Your support is needed to continue the many projects and events the commercial club sponsors during the year.

Meetings are held the first Monday of the month October thru April at 5:15pm at the Lamberton Legion. Meeting is not held for the month of January. Our first meeting this year will be held October 7th 2024. All members are welcome to attend the meetings. New ideas or events on how we can support our businesses or community are also welcome.

This year one of our main projects will be replacing the banners in the downtown area. Also we will continue to maintain and update the lighting of the Lamberton sign on Highway 14.

Please mail dues to: Lamberton Commercial Club  
PO Box 35  
Lamberton, MN. 56152

Annual dues are: Individuals \$25 Small business \$50 large business \$100

Help us keep our information up to date with the following if anything has changed.

Contact person \_\_\_\_\_  
Business name \_\_\_\_\_  
Mailing address \_\_\_\_\_  
Phone number \_\_\_\_\_  
Email \_\_\_\_\_

9-24-2024	<b>REQUEST FOR COUNCIL ACTION</b>
TO:	HONORABLE MAYOR & CITY COUNCIL
FROM:	Valerie
SUBJECT:	Liability Waiver
ISSUE/REQUEST/ BACKGROUND:	<div style="border: 1px solid #ccc; padding: 10px; background-color: #f9f9f9;"> <p data-bbox="386 422 552 449"><b>Liability Waiver</b></p> <p data-bbox="386 451 623 474">LAMBERTON, CITY OF - P&amp;C</p> <div data-bbox="1365 422 1484 443" style="float: right; border: 1px solid #0070c0; border-radius: 4px; padding: 2px 5px; text-align: center; color: white; font-size: 0.8em;"> <a href="#">Instructions</a> </div> <p data-bbox="386 506 1484 543">Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:</p> <ol data-bbox="418 554 1484 745" style="list-style-type: none"> <li data-bbox="418 554 1484 611">1. <i>If the city does not waive the statutory tort limits</i>, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to 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 or not the city purchases the optional excess liability coverage.</li> <li data-bbox="418 613 1484 690">2. <i>If the member waives the statutory tort limits and does not purchase excess liability coverage</i>, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to 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.</li> <li data-bbox="418 693 1484 745">3. <i>If the city waives the statutory tort limits and purchases excess liability coverage</i>, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to 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.</li> </ol> <p data-bbox="386 756 1484 812">Claims to which the statutory municipal tort limits do not apply are not affected by this decision. This decision must be made by the city council. Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.</p> <p data-bbox="386 814 959 835">Claims to which the statutory municipal tort limits do not apply are not affected by this decision.</p> <p data-bbox="386 842 732 863">For more information download the <a href="#">Liability Waiver Form</a></p> </div> <p data-bbox="386 961 964 995" style="margin-top: 20px;">We have not waived the statutory tort limits in the past.</p>





## LIABILITY COVERAGE WAIVER FORM

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

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

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

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

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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: \_\_\_\_\_

10-2-2024	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie
<b>SUBJECT:</b>	Vacation Days – Personnel Policy
<b>ISSUE/REQUEST/ BACKGROUND:</b>	<p>We have talked at work sessions about the vacation accrual schedule and changing it.</p> <p>Attached is what we are at now and some ideas of where we can go.</p> <p>I also have examples from other cities and the federal rate.</p>

**LAMBERTON - CURRENT & PROPOSALS**

CURRENT Years of Employment	Annual Accrual		Max hours carry over	
	in Days	in Hours	in hours	in days
1-10 Years	12	96	96	12
11-20 Years	18	144	144	18
21+ Years	24	192	192	24

Vacation leave is paid out at termination.

Proposal 1 Years of Employment	Annual Accrual		Max hours carry over	
	in Days	in Hours	in hours	in days
6 months up to 1 year	4	32	32	4
1 year up to 4 years	12	96	96	12
4 years up to 7 years	18	144	120	15
7 years up to 15 years	24	192	240	30
15+ Years	28	224	240	30

Proposal 2 Years of Employment	Annual Accrual		Max hours carry over	
	in Days	in Hours	in hours	in days
6 months up to 1 year	4	32	32	4
1 year up to 4 years	12	96	96	12
4 years up to 7 years	18	144	96	12
7 years up to 15 years	22	176	120	15
15+ Years	26	208	192	24

Proposal 3 Years of Employment	Annual Accrual		Max hours carry over	
	in Days	in Hours	in hours	in days
6 months up to 1 year	5	40	40	5
1 year up to 4 years	12	96	40	5
4 years up to 7 years	18	144	96	12
7 years up to 15 years	22	176	120	15
15+ Years	26	208	192	24

Your Idea Years of Employment	Annual Accrual		Max hours carry over	
	in Days	in Hours	in hours	in days

**EXAMPLES FROM OTHER CITIES**

Federal	Hours Per Pay		at 26 In Days	Max
	Period	Pay		
Less than 3 years	4	104	13	104
3-15 years	6	156	19.5	104
15+	8	208	26	208

City 1 Years of Employment	Annual Accrual		Max hours carry over
	in Days	in Hours	
6 months up to 1 year	5	40	
1 year up to 2 years	5	40	
2 years up to 8 years	10	80	
8 years up to 15 years	15	120	
15 years up to 25 years	20	160	
25+	25	200	

City 2	Hours Per Pay		at 26 In Days	Max in hours	Max in days
	Period	Pay			
0-5 years	4	104	13	96	12
6-8 years	5	130	16.25	96	12
9-12 years	7	182	22.75	96	12
13-17 years	7.5	195	24.38	96	12
18+ years	8	208	26	96	12

City 3	Hours Per Pay		at 26 In Days	Max in hours	Max in days
	Period	Pay			
0-5 years	3.692	96.0	12.00	380	47.5
6-9 years	4.615	120.0	15.00	380	47.5
10-13 years	5.538	144.0	18.00	380	47.5
14-18 years	6.462	168.0	21.00	380	47.5
19-24 years	7.385	192.0	24.00	380	47.5
25+ years	8.308	216.0	27.00	380	47.5

10-9-2024	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie
<b>SUBJECT:</b>	Cannabis
<b>ISSUE/REQUEST/ BACKGROUND:</b>	<p>See the attached letter from Redwood County.</p> <p>We need to decide if we want to keep registration authority for Cannabis retail licenses or if we want the county to have authority.</p> <p>We would need to pass ordinance covering retail businesses in our city.</p> <p>I have attached an example of an ordinance that was presented to the Tyler City Council.</p>

## Redwood County Board of Commissioners

P.O. Box 130 Redwood Falls, MN 56283



September 27, 2024

To: Redwood County City Clerks or Administrators

From: Vicki Kletscher, Redwood County Administrator

RE: Registering Retail Cannabis Businesses

The Minnesota State Legislature and Governor made adult-use cannabis products legal in 2023. Starting January 1, 2025, cannabis retailers will be able to open in Minnesota cities and townships.

### Registering Retail Business

Cannabis retail businesses will be licensed by the State of Minnesota but will also be required to register with the local government where they are located before starting sales to customers. Registering a cannabis retailer will require that a city provide applicants with a form, verify the business meets zoning requirements, verify the applicant was approved for a license from the state, verify if retail registration limits would be exceeded, verify applicants are current on property taxes and conduct annual business compliance checks. Cities may also delegate their registration authority to the county.

### Delegation of Cannabis Registration Authority

Redwood County would like to know which cities plan to delegate their registration authority to the county. **Please email me at [vicki\\_k@co.redwood.mn.us](mailto:vicki_k@co.redwood.mn.us) by November 20<sup>th</sup> if you plan to delegate your city's cannabis registration authority to the county.**

### Limiting Retail Registrations

The state cannabis law allows local governments that keep cannabis registration authority to adopt an ordinance that limits the number of licensed retail cannabis businesses to one per 12,500 residents. **If your city keeps cannabis registration authority, please email me by November 20<sup>th</sup> if you plan to adopt an ordinance that limits the number of cannabis retail businesses in your city.**

If you have any questions, feel free to contact me at (507) 637-1127.

Cc: Redwood County Commissioners

1st District

**RICK WAKEFIELD**

P.O. Box 473

Walnut Grove, MN 56180

(507) 859-2369

[Rick\\_W@co.redwood.mn.us](mailto:Rick_W@co.redwood.mn.us)

2nd District

**JIM SALFER**

865 Pine Street

Wabasso, MN 56293

(507) 829-8029

[Jim\\_S2@co.redwood.mn.us](mailto:Jim_S2@co.redwood.mn.us)

3rd District

**DENNIS GROEBNER**

250 Center Street

Clements, MN 56224

(507) 692-2235

[Dennis\\_G@co.redwood.mn.us](mailto:Dennis_G@co.redwood.mn.us)

4th District

**BOB VANHEE**

503 Fallwood Road

Redwood Falls, MN 56283

(507) 616-1000

[Bob\\_V@co.redwood.mn.us](mailto:Bob_V@co.redwood.mn.us)

5th District

**DAVE FORKRUD**

P.O. Box 235

Belview, MN 56214

(507) 430-1907

[Dave\\_F@co.redwood.mn.us](mailto:Dave_F@co.redwood.mn.us)

## **Cannabis Ordinance 2024-2**

### **Section 1**

Section 2 Administration

Section 3 Registration of Cannabis Business

Section 4 Requirements for a Cannabis Business (Time, Place, Manner)

Section 5 Temporary Cannabis Events

Section 6 Lower Potency Hemp Edibles Local Government as a Retailer

Section 7 Use of Cannabis in Public

### **AN ORDINANCE OF THE City of Tyler, MN of Lincoln County TO REGULATE CANNABIS BUSINESSES**

The City of Tyler, MN council hereby ordains:

**Section 1.**

#### **1.1 Administration**

##### **Findings and Purpose**

The city of Tyler, MN makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the city of Tyler, MN to protect the public health, safety, welfare of the city of Tyler, MN residents by regulating cannabis businesses within the legal boundaries of Tyler, MN

The city of Tyler, MN finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the city of Tyler, MN that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

#### **1.2 Authority & Jurisdiction**

The city of Tyler, MN has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance shall be applicable to the legal boundaries of Tyler, MN,

The city of Tyler, MN has delegated cannabis retail registration authority to Lincoln County. However, the city of Tyler, MN may adopt ordinances under Sections (2.6, 3 and 4) if Lincoln County has not adopted conflicting provisions.

#### **1.3 Severability**

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not

be affected thereby.

#### 1.4 Enforcement

The Tyler MN city Council, the Tyler MN City Administrator and Tyler Police Department is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

#### 1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, (and/excluding) lower-potency hemp edible retailers.
4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the (insert local here) to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis

Management to a cannabis retail business.

## Section 2. Registration of Cannabis Businesses

### 2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within the city of Tyler, MN without first registering with the city of Tyler, MN.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

### 2.2 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, the city of Tyler, MN can conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, (insert local here) shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

### 2.3 Registration & Application Procedure

#### *2.3.1 Fees.*

The city of Tyler, MN shall not charge an application fee.

A registration fee, as established in the city of Tyler, MN fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by the city of Tyler, MN shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

#### *2.3.2 Application Submittal.*

The City of Tyler MN shall issue a retail registration to a [state-licensed](#) cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the city of Tyler, MN. Said form shall include, but is not limited to:
- i. Full name of the property owner and applicant;
  - ii. Address, email address, and telephone number of the applicant;
  - iii. The address and parcel ID for the property which the retail registration is



- sought;
  - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- (B) The applicant shall include with the form:
- i. the registration fee as required in [Section 2.3.1];
  - ii. a copy of a valid state license or written notice of OCM license preapproval;
- (C) Once an application is considered complete, the City Administrator shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
- {D) The application fee shall be non-refundable once processed.

### *2.3.3 Application Approval*

- (A) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- {B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

### *2.3.4 Annual Compliance Checks.*

The City of Tyler, MN (City Administrator) shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.241] and this/these [chapter/section/ordinances].

The City Administrator with the assistance from the Police Department shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

### *2.3.5 Location Change*

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of Tyler, MN.

or

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of Tyler, MN, it shall notify the City Administrator of the proposed location change, and submit necessary information to meet all the criteria in this paragraph.

## 2.4 Renewal of Registration

The City of Tyler, MN shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by the City Administrator.

A cannabis retail registration issued under this ordinance shall not be transferred.

#### *2.4.1 Renewal Fees.*

The City of Tyler, MN may charge a renewal fee for the registration starting at the second renewal, as established in the City of Tyler, MN's fee schedule.

#### *2.4.2 Renewal Application.*

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.
- Insert additional items here

## 2.5 Suspension of Registration

### *2.5.1 When Suspension is Warranted.*

The City of Tyler, MN may suspend a cannabis retail business's registration if it violates the ordinance of City of Tyler, MN or poses an immediate threat to the health or safety of the public. The City of Tyler, MN shall immediately notify the cannabis retail business in writing the grounds for the suspension.

### *2.5.2 Notification to OCM.*

The City of Tyler, MN shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City of Tyler, MN and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

### *2.5.3 Length of Suspension.*

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of Tyler, MN may reinstate a registration if it determines that the violations have been resolved.

The City of Tyler, MN shall reinstate a registration if OCM determines that the violation(s) have been resolved.

### *2.5.4 Civil Penalties.*

Subject to Minn. Stat. 342.22, subd. S(e) the City of Tyler, MN may impose a civil penalty, as specified in the City of Tyler, MN 's Fee Schedule, for registration violations, not to exceed \$2,000.

## 2.6 Limiting of Registrations N/A

## Section 3.

### Requirements for Cannabis Businesses

#### 3.1 Minimum Buffer Requirements

The City of Tyler, MN shall prohibit the operation of a cannabis business within 0-500 feet of a school.

Pursuant to Minn. Stat. 462.357 subd. 1e, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school moves within the minimum buffer zone.

#### 3.2 Zoning and Land Use

*3.2.1. Cultivation.*

*3.2.1. Cannabis Manufacturer.*

*3.2.1. Hemp Manufacturer.*

*3.2.1. Wholesale.*

*3.2.1. Cannabis Retail.*

*3.2.1. Cannabis Transportation.*

*3.2.1. Cannabis Delivery.*

#### 3.3 Hours of Operation

State law limits the retail sale of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products to the hours of:

- Monday-Saturday: 8 a.m.-2 a.m. the following day
- Sunday: 10 a.m.-2 a.m.

#### 3.4 Advertising

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by the City of Tyler, MN's sign ordinances.

## Section 4. Temporary Cannabis Events

#### 4.1 License or Permit Required for Temporary Cannabis Events

##### *4.1.1 License Required.*

A license or permit is required to be issued and approved by the city of Tyler, MN prior to holding a Temporary Cannabis Event.

##### *4.1.2 Registration & Application Procedure*

A registration fee, as established in city of Tyler, MN's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

##### *4.1.3 Application Submittal & Review.*

The city of Tyler, MN shall require an application for Temporary Cannabis Events.

(A) An applicant for a retail registration shall fill out an application form, as provided by the City of Tyler, MN. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;

- (B) The applicant shall include with the form:
- i. the application fee as required in (Section 4.1.2);
  - ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the City Administrator, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

(C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

(D) The application fee shall be non-refundable once processed.

(E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City Administrator shall notify the applicant of the standards not met and basis for denial.

## 5.1 Additional Standards

### *5.1.1 Sales within Municipal Liquor Store.*

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

### *5.1.2 Age Requirements*

The sale of Low-Potency Edibles may only be sold to individuals who are at least 21 years of age.

### *5.1.3 Beverages.*

The sale of Low-Potency Hemp Beverages may only be sold in places that possess an on-sale intoxicating liquor license issued by the city and to individuals who are at least 21 years of age.

### *5.1.4 Storage of Product.*

Low-Potency Edibles shall be sold behind a counter, and stored in a locked case.

## Section 6. Local Government as a Cannabis Retailer

The City of Tyler, MN may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

The City of Tyler, MN shall be subject to all same rental license requirements and procedures applicable to all other applicants.

## Section 7. Use in Public Places

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an

establishment or an event licensed to permit on-site consumption of adult-use.

10-2-2024	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie
<b>SUBJECT:</b>	Redwood County Police Coverage
<b>ISSUE/REQUEST/ BACKGROUND:</b>	<p>I have attached the updated contract and pricing.</p> <p>Chief Walker,</p> <p>I have some relatively good news. During a review of the previously provided contract, I learned of an error in the formula which was incorrectly adding the revenues into the expenditures total. As such, the numbers previously provided were inaccurate. Please find the new contract, and attachment with rates attached. I don't know if this will change the stance of the city or not, but I wanted to make you aware of the change. I'm traveling to Morgan this evening to present the same contract to them. Specifically the on call portion, like you requested. I've also copied Val on this email due to your leave.</p> <p>Please let me know if you have any questions.</p> <p>Thanks,</p> <p>Sheriff Jason Jacobson Redwood County Sheriff's Office 303 E 3<sup>rd</sup> St PO Box 47 Redwood Falls, MN 56283 (507) 637-4036 Office</p>

CONTRACT FOR LAW ENFORCEMENT SERVICES

City of \_\_\_\_\_

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between the County of Redwood, through its Sheriff's Office (hereinafter, the "County"), and the City of \_\_\_\_\_ (hereinafter, the "City"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide law enforcement services within the political boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized and provided for by the provisions of Minn. Stat. 412.221, subd 2., Minn. Stat. 471.59, and Minn. Stat. 436.05;

NOW, THEREFORE, pursuant to the terms of the aforementioned statutes and in consideration of the mutual promises contained herein, it is mutually agreed between the County and City as follows:

ARTICLE I

PURPOSE. The purpose of this Agreement is to secure law enforcement services for the City pursuant to Minn. Stat. 471.59, subd. 12.

ARTICLE II

LAW ENFORCEMENT SERVICES. The County agrees to provide law enforcement services within the political boundaries of the City to the extent and in the manner set forth below:

- II.1 Law enforcement services to be provided under this Agreement shall either encompass or supplement those law enforcement duties and functions which are statutorily deemed to be the responsibility of the local communities unless specifically noted in this Agreement.
- II.2. The County shall assign personnel as necessary.
- II.3. All matters incident to the performance of the County's services or the control of personnel employed to render such services shall be and remain in the control of the County.
- II.4. In the event a dispute arises between the Parties concerning the type of services to be rendered or the manner in which services are provided, the County shall retain sole

discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available).

II.5. The law enforcement services will be provided to the City for the selected number of contracted hours per ARTICLE VII of this Agreement. The services may also be designated as on-call services for those cities whom employ a police department. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

II.6. ANIMAL CONTROL. The County will respond to animal bite reports (Minn. Stat. 346.51), dangerous dogs (Minn. Stat. 347.50), and animal cruelty complaints (Minn. Stat. 343.21). Animal complaints dealing with barking dogs, stray or animals at large, off-lease animals, public nuisance animals, ordinances limiting a number of animals, and licensing of animals, may be investigated by the County, however, it is the City's obligation to handle administratively.

II.7. ENFORCE SNOW EMERGENCIES. The City will issue notices and/or citations for snow emergency violations and tow vehicles as deemed necessary to clear the roads in the snow emergency.

II.8. CLEANING SIDEWALKS FROM SNOW AND/OR ICE. The City will issue notices and/or citations for not cleaning sidewalks of snow and or ice.

II.9. BUILDING REGULATIONS, CODES, ORDINANCES, INSPECTIONS, AND LICENSES. The City will issue building permits, conduct building inspections, issue building licenses, enforce building codes and building ordinances. Notices and/or citations for building regulations, codes, and ordinance violations is the City's obligation to manage administratively.

II.10. PUBLIC NUISANCES, BLIGHT, GARBAGE, RUBBISH, AUTOMOBILES AND/OR TRAILERS NOT LICENSED. The County, upon request of the City, will investigate properties for any public nuisances, blight, garbage, rubbish, automobiles and/or trailers not licensed. These investigations will also include any accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other materials. Notices will be sent to property owners by the City, reinspected for compliance, and if appropriate, the County will forward the violations to the City Attorney for possible charges.

II.11. WEED INSPECTION. The City will conduct weed inspections, issue notices and/or citations for violations.

II.12. MONTHLY ACTIVITY REPORTS. The County shall submit to the City written monthly activity reports detailing the activities of the Sheriff's Office within the City. This report shall contain, at a minimum, the number of calls for service and the number of citations issued; however, no



information will be provided which would violate Data Practices found in Minnesota State Statute, Section 13.

II.13. Violations of laws or ordinances for which an arrest is made shall be prosecuted in the appropriate court(s) of the County under the laws of the State of Minnesota or ordinances of the City, and fines, if any, will be remitted in accordance with the laws of the State of Minnesota.

### ARTICLE III

SPECIAL EVENTS OR ADDITIONAL SERVICES. If the City desires additional law enforcement services over and above the hours contracted for in this Agreement, the City shall contact the Redwood County Sheriff's Office Designee. The County will invoice the City for these additional services and payment shall be made according to V11.2. of this Agreement.

### ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the Parties and their officials, personnel, agents, and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

The manner and standards of performance, the discipline of officers and employees, and other matters incident to the provision of services under this Agreement, and the control of personnel employed by the Redwood County Sheriff's Office, shall be subject solely to the control of the County.

### ARTICLE V

V.1. PROVISION OF EQUIPMENT. It is hereby agreed that the County shall provide all necessary labor, supervision, vehicles, equipment, and supplies to maintain and provide law enforcement services pursuant to this Agreement.

V.2. OFFICE SPACE. The City shall provide office and workspace for the assigned personnel.

V.3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform services pursuant to this Agreement. All personnel shall be employees of the County and the County shall be responsible for providing workers compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

V.4. MUTUAL INDEMNIFICATION. Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend the other, its personnel, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees, which its personnel and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason for any act or omission of the Party, its

agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. The liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

- a. It is further understood that Minn. Stat. 471.59, Subd. 1a, applies to this Agreement. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minn. Stat. 471.59, Subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- b. Each party agrees to promptly notify the other Party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, involving or reasonably likely to involve the other Party, and arising out of acts or omissions related to this Agreement.

V.5. LIABILITY.

- a. It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes, Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any Party of limitations on liability provided under Minn. Stat. 466.04. To the full extent permitted by law, actions by Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth Minn. Stat. 471.59, Subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- b. For purposes of determining total liability damages, the participating governmental units are considered a single governmental unit and the total liability for the participating governmental units shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. 466.04, Subd. 1, or as waived or extended by all participating governmental units under Minn. Stat. 471.981. The Parties to this Agreement are not liable for the acts or omissions of the other Parties to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

V.6. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel, and equipment used by the County in the provision of the selected services will be provided by the County.

V.7. JURISDICTION AND VENUE. Any legal action, suit, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be instituted exclusively in the state and federal courts located in Redwood County, Minnesota.

## ARTICLE VI

### VI.1. TERM.

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and continue until terminated pursuant to this Agreement or by law.

County Termination and Suspension With Cause. This Agreement may be suspended or terminated by the County if the City violates any of the terms or conditions of this Agreement as determined by the County. In the event the County exercises its right to suspend or terminate this Agreement, the County shall submit written notice to the City specifying the extent of the suspension or termination and the reasons therefore, and the date upon which suspension or termination becomes effective.

County Termination and Suspension Without Cause. The County may terminate this Agreement without cause by giving at least 90 days written notice to the City.

City Termination With Cause. This Agreement may be terminated by the City if the County violates any of the terms or conditions of this Agreement as determined by the City. In the event the City exercises its right to terminate this Agreement, the City shall submit written notice to the County specifying the reasons therefore, and the date upon which termination becomes effective.

City Termination Without Cause. The City may terminate this Agreement without cause by giving at least 90 days written notice to the County.

Payment upon Termination and Suspension With or Without Cause. The County shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the County.

### VI.2. RATE.

The 2024 County billing rate is \$75.00 per hour. See **Attachment A** for calculations regarding the 2024 billing rate.

The billing rate will update annually in correlation to wage increases established through the collective bargaining unit contract.

VI.3. NOTICE.

- a. The County shall notify the City of any fee increases a minimum of 90 days in advance.
- b. For purposes of this Agreement email correspondence shall constitute official notice.
- c. Notice shall be sent to:

Redwood County Sheriff's Office Designee – Sheriff: [sheriff@co.redwood.mn.us](mailto:sheriff@co.redwood.mn.us)

City of \_\_\_\_\_ Designee – City Clerk: \_\_\_\_\_

ARTICLE VII

VII.1. LAW ENFORCEMENT STAFFING. The County agrees to provide law enforcement as follows.

- a. Contract law enforcement services provided to the City will be an average of \_\_\_\_ hours per week, \_\_\_\_ hours patrol time per for week period, or \_\_\_\_ hours per quarter based off of Sheriff's Office staffing and requested need from the City.
- b. Contract law enforcement service hours provided to the City will include both weekday (Monday, Tuesday, Wednesday, Thursday) and weekend (Friday, Saturday, Sunday) coverage.
- c. Significant events or incidents that exceed the standard \_\_\_\_-hour patrol schedule shall be billed per staff member working the event. Billable hours shall be capped at 100 hours for any one specific incident or event unless the parties agree in advance in writing.
- d. Time spent on prisoner transports prior to an initial court appearance, evidence processing, reports, and court time which stem from incidents and traffic stops occurring within the City shall be considered part of the \_\_\_\_-hour weekly patrol schedule.
- e. Time spent at City Council meetings and any other venue where a law enforcement presence is requested by the City shall be considered part of the \_\_\_\_-hour weekly patrol schedule.
- f. Reimbursement for On-Call services shall be as follows: The City shall reimburse the County per hour from the time of the call until the deputy completes the call. Should the County need to call in staff from off duty status, the city agrees to pay the number of Call-In hours as established in the collective bargaining unit contract.

V11.2. PAYMENT. The County shall invoice the City for services provided on a quarterly basis. The City shall remit payment within 45 days of the date of receipt.

## ARTICLE VIII

VIII.1. Government Data Practices. The County and City must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this contract agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the City. If the County or the City receives a request to release data pursuant to this Section, the party receiving the data request shall notify the non-receiving party immediately. The receiving party's response shall comply with all applicable law.

VIII.2. AUDIT. Pursuant to Minn. Stat. 16C.05, Subd. 5, the Parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

VIII.3. NONWAVIER, SEVERABILITY, AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the Parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either Party. The Parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

VIII.4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Parties hereto.

VIII.5. FURTHER ASSURANCES. Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein.

VIII.6. HEADINGS. The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

IN WITNESS THEREOF, the City of \_\_\_\_\_ has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF \_\_\_\_\_:

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mayor

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
City Attorney

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
City Clerk

IN WITNESS THEREOF, the County of Redwood has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF REDWOOD:

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Chair, Board of Commissioners

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
County Attorney

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Sheriff

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
County Administrator

## 2024 Municipality Law Enforcement Services Contract Rates

### BASE FEE - Municipality Population Based Minimums for LE Contracted Services \*

POPULATION	Min Hours Per Week	Annual Rate	Monthly	2024 @ \$75.00
Under 300	0	Negotiated Terms		Additional Dedicated Patrol Hrs can be added at rates below/ 2 hr min
301- 400	5	\$19,500.00	\$1,625.00	
401- 550	10	\$39,000.00	\$3,250.00	
551-750	15	\$58,500.00	\$4,875.00	
Over 750	40	\$156,000.00	\$13,000.00	

Contracted law enforcement services, including on-call services, outside of the minimum Base Fee and Min Hours require reduced negotiated contracted terms.

\* Calculations are based on population of the municipality and based on a per individual work(er) hour minimum.

### Dedicated Proactive Patrol Hour Increase Rates - Weekly (Min 2 hour Inc) + Base Fee Contract Required \*\*

Hours Per Week	Annual Rate	Monthly
2	\$7,800.00	\$650.00
3	\$11,700.00	\$975.00
4	\$15,600.00	\$1,300.00
5	\$19,500.00	\$1,625.00

Contracted Services are calculated based on the approved fee schedule of Deputy Sheriff services (per hour \$75.00) x 40 hours a week x 52 weeks in a year.

10-9-2024	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie . Chief Walker
<b>SUBJECT:</b>	Hire Part-Time Police Help
<b>ISSUE/REQUEST/ BACKGROUND:</b>	<p>We contacted Derick Determan to see if he would be interested in helping cover Lamberton with occasional shifts. Derick agreed to help when he can. His application is in your packet.</p> <p>He is a graduate of RRC and lives by Lucan. Work history – Upper Sioux, Lyon County, City of Marshall PD.</p> <p>Chief Walker has completed everything needed for him to be hired by us. We have ordered the uniform pieces he needs and are waiting on those to come.</p> <p>We would like to start him at Grade 5 Step 8 - \$25.22/hour.</p> <p>Motion to hire Derick Determan as a part-time police officer at Grade 5 Step 8.</p>



10-2-2024	<b>REQUEST FOR COUNCIL ACTION</b>
TO:	HONORABLE MAYOR & CITY COUNCIL
FROM:	Valerie
SUBJECT:	CSO Resignation
<b>ISSUE/REQUEST/ BACKGROUND:</b>	<p>The following resignation was received:</p> <p><b>From:</b> <a href="#">City of Lamberton Community Service Officer</a> <b>To:</b> <a href="#">Valerie Halter</a> <b>Cc:</b> <a href="#">Joshua Walker</a> <b>Subject:</b> Resignation <b>Date:</b> Monday, September 16, 2024 6:10:50 AM</p> <hr/> <p>Val, I am emailing you to inform you that I have decided to resign from my position as CSO for the city of Lamberton effective immediately. I want to thank you, and Josh for the opportunity and experience. I feel this position is extremely complex for a part time job and requires a lot more time and dedication than I have to give. I will hand in my phone and uniforms this week. Again, thank you for the opportunity.</p> <p style="text-align: center;">Kelly Birkemeyer</p> <p>Chief Walker and I have been following up with the cases they started.</p> <p>Motion to accept the resignation of CSO Kelly Birkemeyer.</p>

10-2-2024	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie
<b>SUBJECT:</b>	Ambulance Service
<b>ISSUE/REQUEST/ BACKGROUND:</b>	<p>We have received two resignations from the Ambulance Service – Amber Wolmutt and Marissa Brown.</p> <p>One came in prior to the 9-30-24 meeting and one following.</p> <p>Me, Tim and Debbie met the morning of 9-30-24. We discussed the need for policy and the problems with the schedule. I gave them a draft policy for them to go over and make changes. They need to set requirements for hours each month, other expectations and protocols. We decided to address the group because of issues. Debbie and I talked to the crew at the meeting.</p> <ul style="list-style-type: none"> <li>• No more casual/regular</li> <li>• You are on the schedule – if you can't work you get a replacement</li> <li>• There will be day-shift people and night/weekend people. There will be 2 classifications of people in community and out of community to address those who help us out but do not live in Lamberton.</li> </ul> <p>Me, Tim and Debbie met again the morning of 10-9-24. Tim and Debbie will set up and meet with each member. We will get the policy book done by December. Then we will address how to tackle the schedule to hopefully work better.</p>

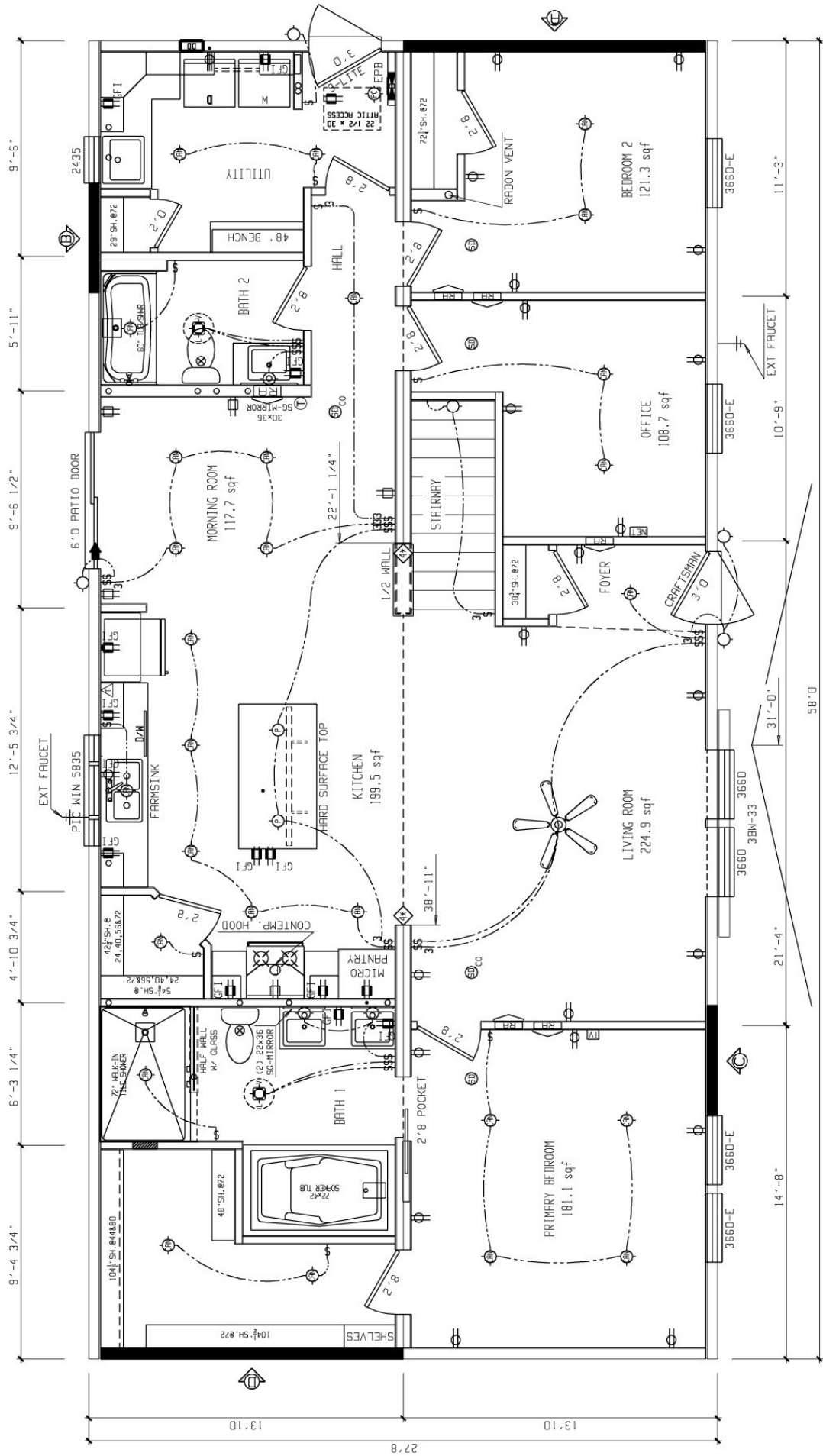
10-9-2024	<b>REQUEST FOR COUNCIL ACTION</b>
<b>TO:</b>	HONORABLE MAYOR & CITY COUNCIL
<b>FROM:</b>	Valerie
<b>SUBJECT:</b>	Child Care Grant
<b>ISSUE/REQUEST/ BACKGROUND:</b>	<p>The Minnesota Department of Employment and Economic Development (DEED) is offering a grant aimed at child care development.</p> <p>Due to a lack of available housing or commercial space suitable for child care, we are proposing the construction of a modular home on a city-owned lot.</p> <p>I am looking at having a modular home placed on the lot located at the corner of 6<sup>th</sup> &amp; Fir. I am using the attached modular home as my home to base pricing and needs from contractors.</p> <p>This home will be rented to a new child care provider.</p> <p>The grant requires a 50-50 match, and I am reaching out to area businesses and organizations to help meet this match requirement. Matches can be financial or in-kind.</p> <p>The application is due October 31<sup>st</sup>. I know the EDA should probably be where I go for this, but the timing is not allowing for this.</p> <p>If so inclined – pass Resolution 2024-17 that supports the application and \$25,000 cash pledge towards the project.</p> <p>We can take out the money pledge, but I think it shows them that we will take a financial role in making the project happen.</p>



# Arizona—Modular Home \$214,500



-  **Home Type**  
Modular Home
-  **Construction Type**  
IRC Construction
-  **Square Footage**  
1604 sq.ft.
-  **Number of Bedrooms**  
2
-  **Number of Bathrooms**  
2
-  **Display Location**  
Redwood Falls, MN



27'8"

13'10"

13'10"

14'-8"

21'-4"

31'-0"

10'-9"

11'-3"

58'0"

9'-4 3/4"

6'-3 1/4"

4'-10 3/4"

12'-5 3/4"

9'-6 1/2"

5'-11"

9'-6"



888-521-7010

#BC580962

**ADDENDUM A/ MODULAR HOME**

*\*INCLUDED IN YOUR MODULAR HOME PURCHASE*

ONE SITE EVALUATION

DELIVERY TO ACCESSIBLE SITE WITHIN MAPPED AREA (ASK YOUR SALES CONSULTANT)

(Delivery dates are tentative, home must be delivered within 60 days of offline or PA date if a display home)

SALES TAX ON BASE OF HOME

SET, FASTENED ONTO FOUNDATION PER CODE (ROLL SET INCLUDED, **COST OF CRANE IF NEEDED ADDITIONAL**)

CAP ROOF, SIDE GABLE/S (IF GARAGE WILL BE ADJACENT GABLE END WILL BE LEFT UNFINISHED)

TRIM OUT INTERIOR MATE WALL WITH DRYWALL CLOSEUP

STRETCH CARPET

**4 Items Listed Below are Included, But NOT INSTALLED**

CENTRAL AIR UNIT - UP TO 2.5 TON

96% HIGH EFFICANCY UPFLOW GAS FURANACE, SINGLE STAGE - UP TO 80,000 BTU'S

50 GALLON ELECTRIC HO WATER HEATER

AIR EXCHANGER



## ADDITIONAL EXPENSES TO CONSIDER WHEN BUILDING WITH US

1. LAND
2. WELL, SEWER & HOOK-UPS
3. EXCAVATION, DRIVEWAY, LANDSCAPING, CHECK FOR RADON, DIG HOLE, BACKFILL, DRAIN TILE, TRENCH SEWER & WATER LINES TO FOUNDATION
4. ELECTRIC, GAS AND ONSITE HOOK-UPS (LP CONVERSIONS)
5. FOUNDATION
6. PLUMBING & HEATING; INSTALLING MECHS, HOOK-UP SEWER & WATER LINES, DUCT WORK
7. BUILDING PERMIT
8. DUMPSTER
9. FINANCING & CLOSING COSTS
10. GARAGE

**REDWOOD FALLS**  
1600 East Bridge Street  
Redwood Falls, MN 56283  
888-521-7010 ext 2

**PAYNESVILLE**  
28502 St Hwy 55 East  
Paynesville, MN 56362  
888-521-7010 ext 1

**FACTORYHOMECENTER.COM**  
DLR LIC #MD-1728  
CONTRACTOR LIC. #BC580962



**CUSTOMER RESPONSIBILITIES**

PROVIDE COPY OF DRIVER'S LICENSE  
FINANCE IN PLACE WITH APPROVAL LETTER  
LOCATE PROPERTY LINES & SURVEY / PROVIDE SITE PLAN  
GET SEPTIC DESIGN or SEPTIC COMPLIANCE  
APPLY FOR BUILDING PERMIT  
APPLY FOR UTILITIES  
CALL GOPHER ONE  
ERECT FOUNDATION, CRAWLSPACE or BASEMENT-  
ROUTE TO SITE & SITE ARE ACCESSIBLE TO RECEIVE NEW HOME  
SITE PREPARED WITH PROPER GRADING & DRAINAGE  
EXCAVATION AND DRAIN TILE

**DUMPSTER FOR GARBAGE or Debris will be piled on site for Customer to Remove**

HAVE TEMPORARY POWER TO SITE FOR CONTRACTORS TO USE  
UTILITY HOOK-UPS, TESTING & CONVERSIONS (GAS / ELECTRIC /SEWER / WATER)  
**ALL ELECTRICAL WORK: INCL. CROSSOVER CONNECTION**  
CLEANING OF YOUR HOME, INCL. WINDOW STICKERS AND APPLIANCE PROTECTORS

RAIN GUTTERS RECOMMENDED IF ON BASEMENT  
STEPS, TO CODE, AT EACH EXIT  
HOME INSURANCE IN PLACE DAY OF DELIVERY  
DISPLAY MODEL HOMES THAT ARE PAINTED WILL BE CUSTOMER RESPONSIBILITY FOR TOUCH UPS  
LIGHT BULBS WILL NOT BE INCLUDED, PLEASE HAVE ON SITE FOR INSTALLATION WHEN WE INSTALL FIXTURES

\*THIS FORM IS BY NO MEANS ALL-INCLUSIVE OR MEANT TO COVER EVERYTHING BUT SIMPLY  
AN IDEA OF ITEMS TO WATCH FOR.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date





## Rutland 2-Car Garage 28' x 28' x 9' Material List

Advanced House Plans Plan # 30073

Model Number: 1959513 | Menards® SKU: 1959513

Approximate Price ⓘ \$12,569.22

11% REBATE\* Good Through 10/13/24 \$1,382.61

PRICE  
AFTER  
REBATE\* **\$ 11,186<sup>61</sup>** each

You Save \$1,382.61 After Mail-In Rebate\*

DESIGN & BUY

 \$1047.44 / mo. payments (total \$12569.22) with 12 equal monthly payments Terms Apply



112 2nd Ave W • PO Box 356 • Lambertton, MN 56152  
Phone: (507) 752-7601 • Fax: (507) 752-7117 • Website: <https://lambertonmn.com>

10-10-2024

**City Clerk Report:**

- Site Selection for DEED project
- League of MN Cities – Improving Fiscal Futures and Improving Policy Committees (main ask is for them to put into policy that if a program or mandate is put into effect and then later it is determined that the state can no longer fund, the program is ended. Trying to eliminate undue burden on cities and residents.
- Child Care Grant
- Safe Routes to School – Walk Audit October 30<sup>th</sup> – All are Welcome to join in those efforts.
- Library / Community Education Partnership
- EDA Water Grant submitted
- Ambulance – Policy, Meetings
- Police – Nuisance Properties / Hiring Process
- Clinic
- Preliminary Budget Work
- EDA requests

**CITY OF LAMBERTON**  
**RESOLUTION 2024-17**

**RESOLUTION AUTHORIZATION TO SUBMIT A GRANT APPLICATION TO THE MINNESOTA EMPLOYMENT  
ECONOMIC DEVELOPMENT FOR A CHILD CARE ECONOMIC DEVELOPMENT GRANT**

**WHEREAS** the City of Lambertton (hereinafter referred to as the “City”), in the County of Redwood in the State of Minnesota, is organized and existing under the law and the Constitution of the State of Minnesota (the “State”); and

**WHEREAS** the City recognizes the critical importance of a reliable and quality of child care and its relation to keeping and retaining a local work force; and

**WHEREAS** the City recognizes there is a shortage of child care spots to cover children in and around the Lambertton community; and

**WHEREAS** the City has diligently worked at finding solutions to the child care shortages and believes the building of a modular home for the purpose of a child care will fit the needs of a provider; and

**WHEREAS** the City has explored the potential for Minnesota Employment and Economic Development grant funding to develop a child care house; and

**WHEREAS** the estimated project cost will be up to \$325,000 and a requirement of the application is for the City to secure pledges for 50% of the estimated cost by means of in-kind donations and monetary donations; and

**WHEREAS** the City will solicit partnerships with area business, organizations, and residents to secure donation pledges to help meet this 50% match requirement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LAMBERTON, MINNESOTA:**

1. Hereby endorses and fully supports the application to be submitted to Minnesota Employment and Economic Development for a Child Care Economic Development grant.
2. Authorizes the City Clerk to act on behalf of the City in all matters related to the Minnesota Employment and Economic Development for a Child Care Economic Development grant.
3. Hereby certifies it has available and commits \$25,000 of the projected project cost as a local match for the Minnesota Employment and Economic Development grant funding to be paid from the general fund.
4. The City is committed to the successful completion of the child care development project.

**Passed and Adopted by the City Council this 15<sup>th</sup> day of October 2024.**

**CITY OF LAMBERTON, MINNESOTA**

By: \_\_\_\_\_  
Lydell Sik, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Valerie Halter, City Clerk



**FINANCIAL REPORT  
OCTOBER 2024**

**NEW VENDORS**

FRICKIE ENVIRONMENTAL COMPANY  
NEXT STEP BROADCASTING  
FORCE FLOW  
FLOW MEASUREMENT & CONTROL  
MIESENS COLOR CENTER

PORTA POTTIES  
HOT IRON ADVERTISING  
WATER DEPT  
WATER DEPT  
CLINIC FLORRING

BALATON, MN  
WINDOM, MN  
CONCORD, CA  
WACONIA, MN  
SPRINGFIELD, MN

**FINANCIALS**

**Claims for Approval:**

	<b>Start #</b>	<b>End#</b>	<b>Total</b>
<b>Checks</b>	<b>46758</b>	<b>46794</b>	<b>\$148,688.38</b>
<b>eChecks</b>	<b>1429e</b>	<b>1455e</b>	<b>\$33,741.96</b>
<b>Payroll</b>	<b>0502564</b>	<b>0502583</b>	<b>\$17,241.48</b>
<b>Claims Total</b>			<b>\$199,671.82</b>

**Voided Checks:** 046787 – NOT NEEDED

Approved: \_\_\_\_\_  
Mayor

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

Approved: \_\_\_\_\_  
Clerk

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



CITY OF LAMBERTON

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**\*Check Detail Register©**  
10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Checking</b>					
<b>46758</b>	10/15/24	<b>AMAZON CAPITAL SERVICES, INC.</b>			
E 211-45501-210		Operating Supplies & Post	\$10.49		BILLS 101524 LIB SUPPLY
E 211-45501-214		Library Books	\$151.51		BILLS 101524 LIB BOOK
E 211-45501-216		DVD and Multimedia	\$166.15		BILLS 101524 LIB DVD
E 211-45501-310		Reading Programs Fees	\$396.80		BILLS 101524 PROGRAM SUPPLY WILL BE REIMBURSED
E 100-45124-210		Operating Supplies & Post	\$2,007.10		BILLS 101524 POOL CHAIRS; REIMB BY POOL COMMITTEE
		Total	\$2,732.05		
<b>46759</b>	10/15/24	<b>AMERICAN AMBULANCE ASSOCIATION</b>			
E 201-42153-305		Other Contractual Service	\$262.50		BILLS 101524 2025 MEMBERSHIP RENEWAL
		Total	\$262.50		
<b>46760</b>	10/15/24	<b>BITTNER FLOORING</b>			
E 100-44101-401		Rep & Maint-Bldg	\$350.00	300138	BILLS 101524 INSTALL FLOORING CLINIC
		Total	\$350.00		
<b>46761</b>	10/15/24	<b>BOLLIG, INC</b>			
E 100-41700-305		Other Contractual Service	\$387.50	8273	BILLS 101524 PLAT INDUSTRIAL PARK
		Total	\$387.50		
<b>46762</b>	10/15/24	<b>BUREAU OF CRIMINAL APPREHENSIO</b>			
E 100-42110-305		Other Contractual Service	\$600.00	824224	BILLS 101524 CJDN ACCESS FEE
		Total	\$600.00		
<b>46763</b>	10/15/24	<b>CENTER POINT LARGE PRINT</b>			
E 211-45501-214		Library Books	\$47.94	2115848	BILLLS 101524 LIB BOOKS
		Total	\$47.94		
<b>46764</b>	10/15/24	<b>CENTRACARE EMS</b>			
E 201-42153-305		Other Contractual Service	\$200.00		BILLS 101524 INTERCEPT 8/16/24 RC
E 201-42153-305		Other Contractual Service	\$200.00		BILLS 101524 INTERCEPT 8/10/24 TH
		Total	\$400.00		
<b>46765</b>	10/15/24	<b>FARMERS CO-OP OIL COMPANY</b>			
E 201-42153-211		Motor Fuel & Lubricants	\$112.69		BILLS 101524 AMB FUEL
E 100-42110-211		Motor Fuel & Lubricants	\$117.62		BILLS 101524 PD FUEL
E 601-49400-210		Operating Supplies & Post	\$2.59		BILLS 101524 ICE
E 602-49450-210		Operating Supplies & Post	\$2.59		BILLS 101524 ICE
E 100-43120-211		Motor Fuel & Lubricants	\$492.62		BILLS 101524 STREETS FUEL
E 100-45202-211		Motor Fuel & Lubricants	\$26.63		BILLS 101524 PARKS FUEL
E 601-49400-211		Motor Fuel & Lubricants	\$12.72		BILLS 101524 FUEL WATER
E 602-49450-211		Motor Fuel & Lubricants	\$88.22		BILLS 101524 FUEL SEWER
		Total	\$855.68		
<b>46766</b>	10/15/24	<b>FERGUSON WATERWORKS #2516</b>			
E 601-49400-305		Other Contractual Service	\$945.00	0482608-1	BILLS 101524 NEPTUNE ANNUAL FEE
E 602-49450-305		Other Contractual Service	\$945.00	0482608-1	BILLS 101524 NEPTUNE ANNUAL FEE
		Total	\$1,890.00		



CITY OF LAMBERTON

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**\*Check Detail Register©**  
10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>46767</b>	10/15/24	<b>FLOW MEASUREMENT &amp; CONTROL</b>			
E 602-49450-210		Operating Supplies & Post	\$325.00	Q2400229	BILLS 101524 CERT CHANNEL FLOW METER
		Total	\$325.00		
<b>46768</b>	10/15/24	<b>FORCE FLOW</b>			
E 601-49400-210		Operating Supplies & Post	\$257.81	42456	BILLS 101524 CLEAN, RECAL, TEST SCALE
		Total	\$257.81		
<b>46769</b>	10/15/24	<b>FREDERICK, MICHAEL</b>			
E 211-45501-214		Library Books	\$75.00		BILLS 101524 BOOKS
		Total	\$75.00		
<b>46770</b>	10/15/24	<b>FRICKE ENVIRONMENTAL COMPANY</b>			
E 100-45300-311		Other fees & Miscellaneous	\$230.00	216733	BILLS 101524 PORTABLE TOILETSX2 HOT IRON DAYS
		Total	\$230.00		
<b>46771</b>	10/15/24	<b>GOPHER STATE ONE-CALL, INC.</b>			
E 601-49400-305		Other Contractual Service	\$108.67	4050530	BILLS 101524
E 602-49450-305		Other Contractual Service	\$108.68	4050530	BILLS 101524
E 601-49400-305		Other Contractual Service	\$13.50	4090532	BILLS 101524
E 602-49450-305		Other Contractual Service	\$13.50	4090532	BILLS 101524
		Total	\$244.35		
<b>46772</b>	10/15/24	<b>HAWKINS, INC.</b>			
E 601-49400-210		Operating Supplies & Post	\$40.00	686272	BILLS 101524 CHLORINE
		Total	\$40.00		
<b>46773</b>	10/15/24	<b>HOMETOWN BILLING</b>			
E 201-42153-305		Other Contractual Service	\$336.00		BILLS 101524 AUG BILLING 12 PATIENTS
E 201-42153-305		Other Contractual Service	\$224.00		BILLS 101524 SEPT BILLING 8 PATIENTS
		Total	\$560.00		
<b>46774</b>	10/15/24	<b>KIDS REFERENCE COMPANY, INC.</b>			
E 211-45501-214		Library Books	\$149.70	KRC08-1339	BILLS 101524 BOOKS
E 211-45501-214		Library Books	\$166.78	KRC08-1339	BILLS 101524 BOOKS
		Total	\$316.48		
<b>46775</b>	10/15/24	<b>L &amp; S CONSTRUCTION CORP.</b>			
E 100-43120-210		Operating Supplies & Post	\$44.43		BILLS 101524 HOSE & LABOR
		Total	\$44.43		
<b>46776</b>	10/15/24	<b>LAMBERTON HANDI-MART</b>			
E 100-45202-211		Motor Fuel & Lubricants	\$20.15	66633	BILLS 101524 FUEL FOR POOL
E 100-43120-211		Motor Fuel & Lubricants	\$72.73	66675	BILLS 101524 FUEL STREETS
		Total	\$92.88		
<b>46777</b>	10/15/24	<b>LAMBERTON HEATING &amp; PLUMBING,</b>			
E 100-42220-210		Operating Supplies & Post	\$187.56	23078	BILLS 101524 MISC SUPPLIES
E 100-43120-210		Operating Supplies & Post	\$4.19	23167	BILLS 101524 PARTS
		Total	\$191.75		



CITY OF LAMBERTON

**\*Check Detail Register©**  
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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>46778</b>	10/15/24	<b>LAMBERTON NEWS</b>			
E 100-45300-311		Other fees & Miscellaneous	\$205.00	33050	BILLS 101524 ADVERTISE HOT IRON DAYS
		Total	\$205.00		
<b>46779</b>	10/15/24	<b>LEAGUE OF MINNESOTA CITIES</b>			
E 100-41110-210		Operating Supplies & Post	\$382.00	411504	BILLS 101524 4 MONTH MEMBERSHIP DUES
		Total	\$382.00		
<b>46780</b>	10/15/24	<b>LINDE GAS &amp; EQUIPMENT, INC</b>			
E 201-42153-210		Operating Supplies & Post	\$166.50	45551315	BILLS 101524 OXYGEN
		Total	\$166.50		
<b>46781</b>	10/15/24	<b>M.R. PAVING &amp; EXCAVATING, INC.</b>			
E 100-43120-305		Other Contractual Service	\$119,612.30	57705	BILLS 101524 PATCH, CHIP, FOGSEAL
		Total	\$119,612.30		
<b>46782</b>	10/15/24	<b>MARCO</b>			
E 100-42110-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 100-41425-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 100-42220-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 100-43120-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 100-45124-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 100-41110-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 100-45400-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 601-49400-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 602-49450-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 201-42153-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 603-49500-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 211-45501-210		Operating Supplies & Post	\$14.63		BILLS 101524
E 207-46501-210		Operating Supplies & Post	\$14.59		BILLS 101524
		Total	\$190.15		
<b>46783</b>	10/15/24	<b>MARSHALL NORTHWEST PIPE FITTING</b>			
E 601-49400-210		Operating Supplies & Post	\$314.38	487394	BILLS 101524 LIDS X 22
		Total	\$314.38		
<b>46784</b>	10/15/24	<b>MAYNARDS FOOD CENTER</b>			
E 201-42153-210		Operating Supplies & Post	\$3.99		BILLS 101524 TRAINING
E 100-45202-210		Operating Supplies & Post	\$87.41		BILLS 101524 CLEANING, GARBARGE, TP
		Total	\$91.40		
<b>46785</b>	10/15/24	<b>MID AMERICA BOOKS</b>			
E 211-45501-214		Library Books	\$49.90	0049904	BILLS 101524 BOOKS
		Total	\$49.90		
<b>46786</b>	10/15/24	<b>MIESENS COLOR CENTER</b>			
E 100-44101-401		Rep & Maint-Bldg	\$155.49	41411	BILLS 101524 FLOORING CLINIC
		Total	\$155.49		
<b>46787</b>	10/10/24	<b>MN DEPARTMENT OF REVENUE</b>			
R 100-35101		Court Fines	\$3.33		TRIAL COURT - REDWOOD FINES 9/24



CITY OF LAMBERTON

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**\*Check Detail Register©**  
10100 Unposted

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>Total</b>			<b>\$3.33</b>		
<b>46788</b>	10/15/24	<b>MVTL, INC</b>			
E 602-49450-210		Operating Supplies & Post	\$27.00	1269162	BILLS 101524
E 602-49450-210		Operating Supplies & Post	\$97.75	1274096	BILLS 101524 TESTING
<b>Total</b>			<b>\$124.75</b>		
<b>46789</b>	10/15/24	<b>NEXT STEP BROADCASTING</b>			
E 100-45300-311		Other fees & Miscellaneou	\$63.75	24090150	BILLS 101524 ADVERTISE HOT IRON DAYS
E 100-45300-311		Other fees & Miscellaneou	\$63.75	24090151	BILLS 101524 ADVERTISE HOT IRON DAYS
<b>Total</b>			<b>\$127.50</b>		
<b>46790</b>	10/15/24	<b>RUNNINGS SUPPLY, INC.</b>			
E 100-43120-210		Operating Supplies & Post	\$9.00	003-4365061	BILLS 101524 TOOLS
E 100-45202-210		Operating Supplies & Post	\$8.99	003-4365061	BILLS 101524 TOOLS
<b>Total</b>			<b>\$17.99</b>		
<b>46791</b>	10/15/24	<b>SCHULTZ CONSTRUCTION</b>			
E 100-44101-510		Equip & Improvements	\$2,500.00		BILLS 101524 SIDEWALK
E 100-43120-510		Equip & Improvements	\$6,250.00		BILLS 101524 CURB/DRIVEWAY 1ST AVE
<b>Total</b>			<b>\$8,750.00</b>		
<b>46792</b>	10/15/24	<b>THRAM, JUSTIN</b>			
E 100-45202-210		Operating Supplies & Post	\$1,100.00		BILLS 101524 PARKS EAB BACKOE RENT
E 100-45202-210		Operating Supplies & Post	\$330.00		BILLS 101524 WATER LINE REPAIR
E 601-49400-404		Rep & Maint-Equipment	\$2,640.00		BILLS 101524 WATER MAIN REPAIR X4
E 602-49450-404		Rep & Maint-Equipment	\$1,760.00		BILLS 101524 SEWER POND BACK UP
E 617-49710-210		Operating Supplies & Post	\$110.00		BILLS 101524 REMOVE DEAD RACCONS STORM SEWER
E 602-49450-404		Rep & Maint-Equipment	\$300.00		BILLS 101524 PUSH CAMERA RENT HEMLOCK
<b>Total</b>			<b>\$6,240.00</b>		
<b>46793</b>	10/15/24	<b>VOLLMER, KRIS</b>			
E 601-49400-315		Travel Conference School	\$8.51		BILLS 101524 MILEAGE METER READING
E 602-49450-315		Travel Conference School	\$8.51		BILLS 101524 MILEAGE METER READING
<b>Total</b>			<b>\$17.02</b>		
<b>46794</b>	10/15/24	<b>WEST CENTRAL SANITATION, INC.</b>			
E 603-49500-305		Other Contractual Service	\$1,168.65	13215251	BILLS 101524 AUG GARBAGE
E 603-49500-305		Other Contractual Service	\$1,168.65	13241685	BILLS 101524 SEPT GARBAGE
<b>Total</b>			<b>\$2,337.30</b>		
<b>10100 Checking</b>			<b>\$148,688.38</b>		





CITY OF LAMBERTON

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**\*Check Detail Register©**  
10100 Unposted

Check #    Check Date    Vendor Name    Amount    Invoice    Comment

**Fund Summary**

**10100 Checking**

100 General Fund	\$135,413.96
201 Ambulance	\$1,520.31
207 EDA	\$14.59
211 Library	\$1,228.90
601 Water	\$4,357.81
602 Sewer	\$3,690.88
603 Garbage Collection	\$2,351.93
617 Storm Sewer	\$110.00
	<hr/>
	\$148,688.38

\_\_\_\_\_  
Valerie Halter, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lydell Sik, Mayor

\_\_\_\_\_  
Date



\*Check Detail Register©

2024 (September, October)

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Checking</b>					
<b>1429 e</b>	09/06/24	<b>USABLE LIFE</b>			
	G 100-21713	Health Insurance Withhold	\$31.40	0005304701	090624 ECHECK
		Total	\$31.40		
<b>1430 e</b>	09/03/24	<b>FIRST DATA MERCHANT SVCS LLC</b>			
	E 100-45202-305	Other Contractual Service	\$123.08		090324 CC SERVICE CHARGES
	E 100-45202-305	Other Contractual Service	\$5.80		090324 CC FEES
		Total	\$128.88		
<b>1431 e</b>	09/06/24	<b>REDWOOD ELECTRIC COOPERATIVE</b>			
	E 201-42153-381	Utilities	\$47.75		JULY 2024- ELECTRIC SVC
	E 100-42110-381	Utilities	\$47.76		JULY 2024- ELECTRIC SVC
	E 100-45400-381	Utilities	\$127.10		JULY 2024- ELECTRIC SVC
	E 211-45501-381	Utilities	\$127.09		JULY 2024- ELECTRIC SVC
	E 100-43160-381	Utilities	\$1,278.00		JULY 2024- ELECTRIC SVC
	E 601-49400-381	Utilities	\$1,218.67		JULY 2024- ELECTRIC SVC
	E 602-49450-381	Utilities	\$145.96		JULY 2024- ELECTRIC SVC
	E 100-45202-381	Utilities	\$870.02		JULY 2024- ELECTRIC SVC
	E 100-43120-381	Utilities	\$17.13		JULY 2024- ELECTRIC SVC
	E 100-45124-381	Utilities	\$1,230.05		JULY 2024- ELECTRIC SVC
	E 100-42501-381	Utilities	\$0.00		JULY 2024- ELECTRIC SVC
	E 100-42220-381	Utilities	\$119.11		JULY 2024- ELECTRIC SVC
	E 100-41940-381	Utilities	\$119.11		JULY 2024- ELECTRIC SVC
		Total	\$5,347.75		
<b>1432 e</b>	09/13/24	<b>EFTPS</b>			
	G 100-21701	Federal Withholding	\$720.92		PP 19 - 9-13-24 PAYROLL DEDUCTION
	G 100-21703	FICA Withholding	\$1,229.84		PP 19 - 9-13-24 PAYROLL DEDUCTION
	G 100-21704	Medicare Withholding	\$335.28		PP 19 - 9-13-24 PAYROLL DEDUCTION
		Total	\$2,286.04		
<b>1433 e</b>	09/13/24	<b>PERA</b>			
	G 100-21705	PERA Coord Withholding	\$1,275.34		PP 19 - 9-13-24 PAYROLL DEDUCTION
	G 100-21706	PERA Police Withholding	\$484.48		PP 19 - 9-13-24 PAYROLL DEDUCTION
		Total	\$1,759.82		
<b>1434 e</b>	09/13/24	<b>MN DEPARTMENT OF REVENUE</b>			
	G 100-21702	State Withholding	\$448.00		PP 19 - 9-13-24 PAYROLL DEDUCTION
		Total	\$448.00		
<b>1435 e</b>	09/11/24	<b>REZPLOT SYSTEMS, LLC</b>			
	E 100-45202-305	Other Contractual Service	\$17.70	45557	WEB PAYMENT FEES MARKETPLACE BOOKING
	E 100-45202-305	Other Contractual Service	\$100.00	45557	WEB PAYMENT MONTHLY FEE
		Total	\$117.70		
<b>1436 e</b>	09/12/24	<b>MN ENERGY RESOURCES CORP.</b>			
	E 601-49400-381	Utilities	\$80.00		UTILITY PAYMENT: WATER
	E 100-43120-381	Utilities	\$22.50		UTILITY PAYMENT:STREET
	E 100-42220-381	Utilities	\$24.73		UTILITY PAYMENT:FIRE



\*Check Detail Register©

2024 (September, October)

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-41940-381		Utilities	\$24.73		UTILITY PAYMENT:CITY HALL
E 201-42153-381		Utilities	\$9.00		UTILITY PAYMENT: AMBULANCE
E 100-42110-381		Utilities	\$9.00		UTILITY PAYMENT:POLICE
E 100-45400-381		Utilities	\$10.84		UTILITY PAYMENT:COMM CENTER
E 211-45501-381		Utilities	\$10.84		UTILITY PAYMENT:.LIBRARY
E 100-45124-381		Utilities	\$935.06		UTILITY PAYMENT:POOL
		Total	\$1,126.70		
<b>1437 e</b>	09/16/24	<b>MN DEPARTMENT OF REVENUE</b>			
G 601-21000		Sales Taxes Payable	\$229.84		AUGUST 2024 SALES TAX
G 601-21001		Local Sales Tax Payable	\$16.72		AUGUST 2024 SALES TAX
G 603-21000		Sales Taxes Payable	\$185.38		AUGUST 2024 SALES TAX
E 100-45124-445		Licenses & Taxes	\$114.55		AUGUST 2024 SALES TAX
E 100-42110-445		Licenses & Taxes	\$0.00		AUGUST 2024 SALES TAX
E 100-42220-445		Licenses & Taxes	\$0.00		AUGUST 2024 SALES TAX
E 100-41425-445		Licenses & Taxes	\$9.70		AUGUST 2024 SALES TAX
E 100-45202-445		Licenses & Taxes	\$362.66		AUGUST 2024 SALES TAX
E 100-45400-445		Licenses & Taxes	\$9.59		AUGUST 2024 SALES TAX
E 100-43120-445		Licenses & Taxes	\$0.00		AUGUST 2024 SALES TAX
E 211-45501-445		Licenses & Taxes	\$2.03		AUGUST 2024 SALES TAX
E 603-49500-445		Licenses & Taxes	\$174.62		AUGUST 2024 SALES TAX
E 601-49400-445		Licenses & Taxes	\$213.44		AUGUST 2024 SALES TAX
E 601-49400-445		Licenses & Taxes	\$0.47		AUGUST 2024 SALES TAX
		Total	\$1,319.00		
<b>1438 e</b>	09/16/24	<b>FIRST SECURITY BANK</b>			
E 100-42110-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 100-41425-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 100-42220-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 100-43120-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 100-45124-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 100-41110-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 100-45400-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 601-49400-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 602-49450-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 201-42153-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 603-49500-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 211-45501-210		Operating Supplies & Post	\$7.25		AUG 2024 BANK CC FEES
E 207-46501-210		Operating Supplies & Post	\$7.20		AUG 2024 BANK CC FEES
E 617-49710-210		Operating Supplies & Post	\$0.00		AUG 2024 BANK CC FEES
		Total	\$94.20		
<b>1439 e</b>	09/18/24	<b>AFLAC</b>			
G 100-21712		AFLAC Withholding	\$492.60		AUGUST PREMIUM
		Total	\$492.60		
<b>1440 e</b>	09/23/24	<b>CENTURYLINK</b>			
E 201-42153-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 100-42110-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 100-41425-210		Operating Supplies & Post	\$38.99		092324 - AUG PHONE & INTERNET SVCS



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2024 (September, October)

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-42220-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 601-49400-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 602-49450-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 100-43120-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 207-46501-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 603-49500-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 211-45501-210		Operating Supplies & Post	\$71.89		092324 - AUG PHONE & INTERNET SVCS
E 100-45124-210		Operating Supplies & Post	\$69.78		092324 - AUG PHONE & INTERNET SVCS
E 100-45400-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 617-49710-210		Operating Supplies & Post	\$8.57		092324 - AUG PHONE & INTERNET SVCS
E 100-41110-210		Operating Supplies & Post	\$8.58		092324 - AUG PHONE & INTERNET SVCS
		Total	\$274.94		
<b>1441 e</b>	09/20/24	<b>BLUE CROSS BLUE SHIELD</b>			
G 100-21713		Health Insurance Withhold	\$1,122.70		OCT 24 BCBS
		Total	\$1,122.70		
<b>1442 e</b>	09/23/24	<b>CARDMEMBER SERVICE</b>			
E 100-42110-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-41425-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-42220-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-43120-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-45124-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-41110-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 100-45400-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 601-49400-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 602-49450-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 201-42153-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 603-49500-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 211-45501-210		Operating Supplies & Post	\$3.69		BILLS ADOBE
E 207-46501-210		Operating Supplies & Post	\$3.70		BILLS ADOBE
E 100-41940-381		Utilities	\$52.49		BILLS PREMIUM WATER CITY HALL MAY & JUNE
E 100-43120-381		Utilities	\$36.49		BILLS PREMIUM WATER SHOP MAY & JUNE
E 100-41940-381		Utilities	\$10.00		BILLS PREMIUM WATER CITY HALL JULY
E 100-43120-381		Utilities	\$12.00		BILLS PREMIUM WATER SHOP JULY
E 100-42110-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 100-41425-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 100-42220-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 100-43120-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 100-45124-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 100-41110-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 100-45400-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 601-49400-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 602-49450-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 201-42153-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 603-49500-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 211-45501-210		Operating Supplies & Post	\$2.00		BILLS SR FAX
E 207-46501-210		Operating Supplies & Post	\$1.95		BILLS SR FAX
E 201-42153-210		Operating Supplies & Post	\$301.92		AMB TV, MOUNT & CORD



\*Check Detail Register©

2024 (September, October)

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-45202-510		Equip & Improvements	\$263.33		STAIN SHELTERS CITY PARK
E 100-45124-210		Operating Supplies & Post	\$24.95		HOME BASE SCHEDULING POOL
E 100-45202-510		Equip & Improvements	\$313.03		STAIN SHELTER CITY PARK
E 100-45202-510		Equip & Improvements	\$1,104.00		GREEN TREAT PLAYGROUND CITY PARK
E 100-45124-210		Operating Supplies & Post	\$22.00		BAKING SODA POOL
E 100-45202-510		Equip & Improvements	\$796.04		GREEN TREAT, SUPPLIES PLAYGROUND CITY PARK
E 100-45202-210		Operating Supplies & Post	\$63.97		PAINT CITY PARK
E 100-45124-210		Operating Supplies & Post	\$24.00		BAKING SODA POOL
E 100-45202-210		Operating Supplies & Post	\$10.50		SUPPLIES FOR PAINTING PARK
E 211-45501-305		Other Contractual Service	\$625.00		MOTION PICTURES TO BE REIMBURSED
E 100-42110-210		Operating Supplies & Post	\$9.96		CERTIFIED MAIL LETTER
E 100-42110-210		Operating Supplies & Post	\$9.68		CERTIFIED MAIL LETTER
E 201-42153-210		Operating Supplies & Post	\$58.93		SHEETS FOR AMBU GARAGE/CALL
E 100-45124-210		Operating Supplies & Post	\$29.62		CLEANING SUPPLY POOL
E 100-45124-250		Merchandise for Resale	\$53.06		RESALE SNACKS POOL
E 100-45124-250		Merchandise for Resale	\$78.40		RESALE SNACKS POOL
		Total	\$3,973.30		
<b>1443 e</b>	09/27/24	<b>EFTPS</b>			
G 100-21701		Federal Withholding	\$697.46		PP 20 9-27-24 PAYROLL DEDUCTION
G 100-21703		FICA Withholding	\$1,200.18		PP 20 9-27-24 PAYROLL DEDUCTION
G 100-21704		Medicare Withholding	\$328.32		PP 20 9-27-24 PAYROLL DEDUCTION
		Total	\$2,225.96		
<b>1444 e</b>	09/27/24	<b>PERA</b>			
G 100-21705		PERA Coord Withholding	\$1,248.03		PP 20 9-27-24 PAYROLL DEDUCTION
G 100-21706		PERA Police Withholding	\$484.48		PP 20 9-27-24 PAYROLL DEDUCTION
		Total	\$1,732.51		
<b>1445 e</b>	09/27/24	<b>MN DEPARTMENT OF REVENUE</b>			
G 100-21702		State Withholding	\$434.00		PP 20 9-27-24 PAYROLL DEDUCTION
		Total	\$434.00		
<b>1446 e</b>	09/24/24	<b>CITY OF LAMBERTON</b>			
E 201-42153-381		Utilities	\$24.31		09-01-2024 Utility Bill
E 100-42110-381		Utilities	\$24.32		09-01-2024 Utility Bill
E 100-45400-381		Utilities	\$48.48		09-01-2024 Utility Bill
E 211-45501-381		Utilities	\$48.47		09-01-2024 Utility Bill
E 100-43160-381		Utilities	\$0.00		09-01-2024 Utility Bill
E 100-45124-381		Utilities	\$158.04		09-01-2024 Utility Bill
E 100-42220-381		Utilities	\$21.89		09-01-2024 Utility Bill
E 100-41940-381		Utilities	\$21.89		09-01-2024 Utility Bill
		Total	\$347.40		
<b>1447 e</b>	09/26/24	<b>VERIZON WIRELESS</b>			
E 100-42110-210		Operating Supplies & Post	\$41.38		AUG 2024 CSO CELL
E 201-42153-210		Operating Supplies & Post	\$40.01		____ 2024 - WIRELESS SVC - AMBULANCE CELL
E 100-43120-210		Operating Supplies & Post	\$41.38		____ 2024 - WIRELESS SVC - PUBLIC WORKS CELL



\*Check Detail Register©

2024 (September, October)

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49400-210		Operating Supplies & Post	\$41.38		_____ 2024 - WIRELESS SVC - WATER TOWER CELL
E 100-42110-210		Operating Supplies & Post	\$41.38		_____ 2024 - WIRELESS SVC - POLICE CELL
E 100-42110-210		Operating Supplies & Post	\$40.01		_____ 2024 - WIRELESS SVC - POLICE TOUGHBOOK
		Total	\$245.54		
<b>1448 e</b>	10/03/24	<b>FIRST DATA MERCHANT SVCS LLC</b>			
E 100-45202-305		Other Contractual Service	\$86.85		CAMP SPOT FEES SEPT 24 SERVICE CHARGE
E 100-45202-305		Other Contractual Service	\$2.40		CAMP SPOT FEES SEPT 24
		Total	\$89.25		
<b>1449 e</b>	10/07/24	<b>REDWOOD ELECTRIC COOPERATIVE</b>			
E 201-42153-381		Utilities	\$42.75		AUG 24- ELECTRIC SVC
E 100-42110-381		Utilities	\$42.76		AUG 24- ELECTRIC SVC
E 100-45400-381		Utilities	\$115.36		AUG 24- ELECTRIC SVC
E 211-45501-381		Utilities	\$115.36		AUG 24- ELECTRIC SVC
E 100-43160-381		Utilities	\$1,278.00		AUG 24- ELECTRIC SVC
E 601-49400-381		Utilities	\$1,186.54		AUG 24- ELECTRIC SVC
E 602-49450-381		Utilities	\$97.98		AUG 24- ELECTRIC SVC
E 100-45202-381		Utilities	\$1,105.08		AUG 24- ELECTRIC SVC
E 100-43120-381		Utilities	\$15.04		AUG 24- ELECTRIC SVC
E 100-45124-381		Utilities	\$987.07		AUG 24- ELECTRIC SVC
E 100-42501-381		Utilities	\$132.00		AUG 24- ELECTRIC SVC
E 100-42220-381		Utilities	\$122.10		AUG 24- ELECTRIC SVC
E 100-41940-381		Utilities	\$122.09		AUG 24- ELECTRIC SVC
		Total	\$5,362.13		
<b>1450 e</b>	10/11/24	<b>EFTPS</b>			
G 100-21701		Federal Withholding	\$728.18		PP 21 10-11-24 PAYROLL DEDUCTION
G 100-21703		FICA Withholding	\$1,229.30		PP 21 10-11-24 PAYROLL DEDUCTION
G 100-21704		Medicare Withholding	\$335.12		PP 21 10-11-24 PAYROLL DEDUCTION
		Total	\$2,292.60		
<b>1451 e</b>	10/11/24	<b>PERA</b>			
G 100-21705		PERA Coord Withholding	\$1,289.06		PP 21 10-11-24 PAYROLL DEDUCTION
G 100-21706		PERA Police Withholding	\$484.48		PP 21 10-11-24 PAYROLL DEDUCTION
		Total	\$1,773.54		
<b>1452 e</b>	10/11/24	<b>MN DEPARTMENT OF REVENUE</b>			
G 100-21702		State Withholding	\$452.00		PP 21 10-11-24 PAYROLL DEDUCTION
		Total	\$452.00		
<b>1453 e</b>	10/08/24	<b>USABLE LIFE</b>			
G 100-21713		Health Insurance Withhold	\$32.00		100824 ECHECK
		Total	\$32.00		
<b>1455 e</b>	10/10/24	<b>MN DEPARTMENT OF REVENUE</b>			
G 601-21000		Sales Taxes Payable	\$229.44		9-2024 Sales Tax Payment
G 601-21001		Local Sales Tax Payable	\$16.72		9-2024 Sales Tax Payment
G 603-21000		Sales Taxes Payable	\$185.13		9-2024 Sales Tax Payment



CITY OF LAMBERTON

\*Check Detail Register©

2024 (September, October)

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-45124-445		Licenses & Taxes		\$0.00	9-2024 Sales Tax Payment
E 100-42110-445		Licenses & Taxes		\$0.00	9-2024 Sales Tax Payment
E 100-42220-445		Licenses & Taxes		\$0.00	9-2024 Sales Tax Payment
E 100-41425-445		Licenses & Taxes		\$4.77	9-2024 Sales Tax Payment
E 100-45202-445		Licenses & Taxes		\$225.98	9-2024 Sales Tax Payment
E 100-45400-445		Licenses & Taxes		\$0.00	9-2024 Sales Tax Payment
E 100-43120-445		Licenses & Taxes		\$1.48	9-2024 Sales Tax Payment
E 211-45501-445		Licenses & Taxes		\$0.68	9-2024 Sales Tax Payment
E 603-49500-445		Licenses & Taxes		(\$185.38)	9-2024 Sales Tax Payment
E 601-49400-445		Licenses & Taxes		(\$246.56)	9-2024 Sales Tax Payment
E 601-49400-445		Licenses & Taxes		(\$0.26)	9-2024 Sales Tax Payment
		Total		\$232.00	
		<b>10100</b>		<b>\$33,741.96</b>	

Fund Summary

**10100 Checking**

100 General Fund	\$28,496.87
201 Ambulance	\$546.18
207 EDA	\$21.42
211 Library	\$1,014.30
601 Water	\$3,007.91
602 Sewer	\$265.45
603 Garbage Collection	\$381.26
617 Storm Sewer	\$8.57
	<b>\$33,741.96</b>

Valerie Halter, Clerk

Date

Lydell Sik, Mayor

Date

**CITY OF LAMBERTON**  
**Lamberton Check Register**

Check #	Check Amount	Employee Name	Check Date
0502564	██████	HOLMAN, KELSI	09/13/24
0502565	██████	HALTER, VALERIE	09/13/24
0502566	██████	THRAM, JUSTIN R	09/13/24
0502567	██████	VOGEL, ALICIA M	09/13/24
0502568	██████	VOLLMER, KRISTI	09/13/24
0502569	██████	REDMAN, KARI R	09/13/24
0502570	██████	BEERMANN, TYLER	09/13/24
0502571	██████	FENGER, CHARLES D	09/13/24
0502572	██████	WALKER, JOSH	09/13/24
0502573	██████	BIRKEMEYER, KELLY	09/13/24
0502574	██████	HOLMAN, KELSI	09/27/24
0502575	██████	HALTER, VALERIE	09/27/24
0502576	██████	THRAM, JUSTIN R	09/27/24
0502577	██████	VOGEL, ALICIA M	09/27/24
0502578	██████	VOLLMER, KRISTI	09/27/24
0502579	██████	REDMAN, KARI R	09/27/24
0502580	██████	BEERMANN, TYLER	09/27/24
0502581	██████	FENGER, CHARLES D	09/27/24
0502582	██████	WALKER, JOSH	09/27/24
0502583	██████	QUIRING, VICKI	09/27/24
	<hr/> \$17,241.48		

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City Clerk	Date	Mayor	Date
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**From:** [Brewer, Rashmi \(DOT\)](#)  
**To:** [Valerie Halter](#)  
**Cc:** [MN\\_DOT\\_SALTIRHELP](#)  
**Subject:** RE: LRIP Funding  
**Date:** Tuesday, September 24, 2024 3:00:20 PM

---

Hi Valerie,

Thanks for your LRIP email inquiry.

Currently, there is not an LRIP appropriation nor bonding bill as an outcome of the 2024 legislative session. We are keeping our fingers crossed for a bonding bill/appropriation of funds for the competitive LRIP as an outcome of the upcoming 2025 legislative session. If LRIP funds are appropriated on or by June 30, 2025, I anticipate State Aid will plan for a 2025 LRIP solicitation in early Fall 2025, with a target to announce 2025 LRIP selections/non-selections in late March/early April 2026.

Please stay informed of updates late summer 2025 via [LRIP - State Aid - MnDOT](#).

Thanks again for your inquiry and interest,  
Rashmi

Rashmi S. Brewer, P.E. (MN)  
State Programs Engineer | State Aid for Local Transportation

Minnesota Department of Transportation  
395 John Ireland Blvd, MS 500  
St. Paul, MN 55155  
Office: 651-366-3830  
[Rashmi.Brewer@state.mn.us](mailto:Rashmi.Brewer@state.mn.us)

[mndot.gov/stateaid](http://mndot.gov/stateaid)

---

**From:** MN\_DOT\_SALTIRHELP <[saltirhelp.dot@state.mn.us](mailto:saltirhelp.dot@state.mn.us)>  
**Sent:** Tuesday, September 24, 2024 11:02 AM  
**To:** Brewer, Rashmi (DOT) <[rashmi.brewer@state.mn.us](mailto:rashmi.brewer@state.mn.us)>; [vhalter@lambertonmn.com](mailto:vhalter@lambertonmn.com)  
**Subject:** FW: LRIP Funding

Hi Rashmi,

Could you please get back to Valerie on this LRIP question?

Thanks,

SALTIRHELP  
State Aid of MnDOT  
[saltirhelp.dot@state.mn.us](mailto:saltirhelp.dot@state.mn.us)

---

**From:** Valerie Halter <[vhalter@lambertonmn.com](mailto:vhalter@lambertonmn.com)>  
**Sent:** Tuesday, September 24, 2024 8:36 AM  
**To:** MN\_DOT\_SALTIRHELP <[saltirhelp.dot@state.mn.us](mailto:saltirhelp.dot@state.mn.us)>  
**Subject:** LRIP Funding

You don't often get email from [vhalter@lambertonmn.com](mailto:vhalter@lambertonmn.com). [Learn why this is important](#)

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---

Good Morning –

Just wondering if you know if there will be a call for LRIP applications – or did the program not get funded?

Thank you for your help!

**Valerie Halter**

City Clerk



112 2<sup>nd</sup> Ave.

PO Box 356

Lamberton, MN 56152

Office: 507-752-7601

FAX: 507-752-7117

[www.lambertonmn.com](http://www.lambertonmn.com)

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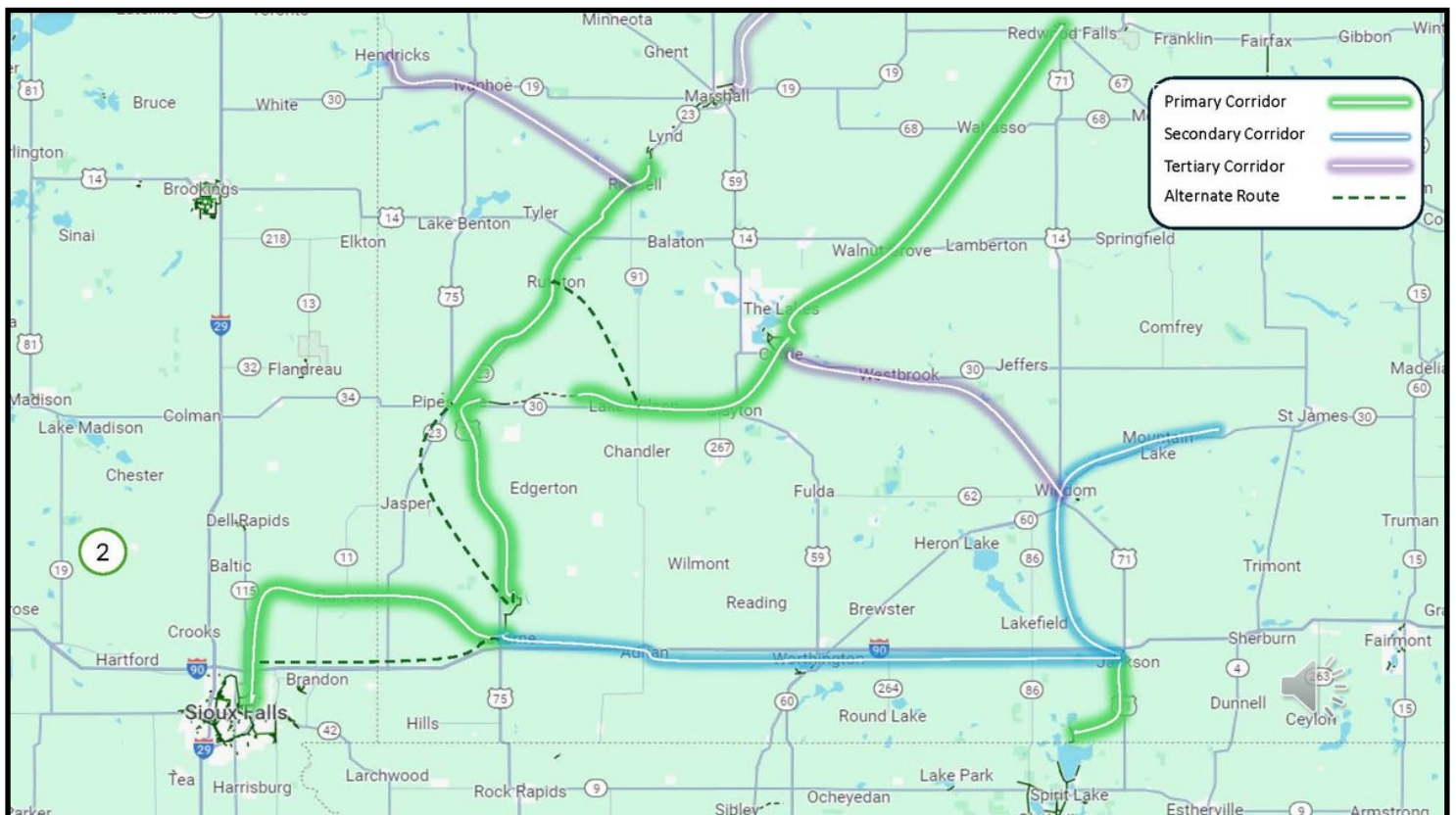
# Southwest Minnesota Regional Trails Plan

In Fall 2022, SRDC began a two-year process to create a Regional Trails Plan in the nine-counties of Southwest Minnesota. The goal of the Regional Trails Planning effort is to establish a shared, regional vision of trail networks in Southwest Minnesota that leverages local trail group success on a regional level and helps to promote and increase outdoor tourism and recreation opportunities within the region.

## Focus Groups & Interviews

The SRDC identified and conducted 25 interviews and focus group sessions throughout our nine-county region. These sessions were conducted to gather in-depth insights from local residents. These sessions allowed participants to share their perspectives, concerns, and ideas more interactively and qualitatively. The information gathered from focus groups and interviews helped refine the trail plan and ensured that it aligns with community needs and aspirations.

## Regional Corridor Scoring



# Southwest Minnesota Regional Trails Plan

## Trail Counts

Throughout the summer of 2023, SRDC staff placed trail counters throughout the region in strategic locations determined by the stake holder group’s input and the desire to have a counter in each of the nine counties. These counters provided valuable data on trail users and the popularity of trails throughout the region.

**Table 2: Trail User Counts in Southwest Minnesota, Warm Season**

Trail	Average Daily Use	Adjustment for Round Trip	Estimated Number of Users
City of Worthington (Okabena Lake)	438	33%	26,451
City of Luverne (Loop)	207	50%	18,941
City of Marshall (Camden Trail)	103	50%	9,425
City of Currie (Casey Jones Trail loop)	27	50%	2,471
City of Pipestone (Indian Lake Trail)	24	50%	2,196
City of Tyler	19	50%	1,739
Redwood County (Plum Creek Trail)	17	50%	1,556
City of Windom (Wolf Lake Trail)	15	50%	1,373
City of Jackson	13	50%	1,190
<b>Total</b>			<b>65,338</b>

## Trail User Spending

To get an estimate of spending by trail users, the SRDC conducted a survey, which received 238 responses. Of those, 147 (63 percent) reported being residents of Southwest Minnesota and 86 (37 percent) reported being visitors.

On average, trail users who were residents reported spending \$125.80 per person per trip. Meanwhile, trail users who were visitors reported spending of \$216.90 (Table 1). For residents, dining out was their highest expenditure, while visitors spent the highest amount on lodging. Remember, respondents identified themselves as living in the region, which is geographically quite large, so they could travel more than an hour or two and still be in the region.

**Table 1: Spending Per Person Per Trip, Trail Users in Southwest Minnesota**

Category	Residents	Visitors
Restaurants/bars	\$33.00	\$51.60
Lodging	\$0.00	\$73.00
Shopping	\$28.00	\$30.70
Recreation-related	\$20.10	\$14.40
Groceries	\$15.60	\$26.50
Equipment rentals	\$1.30	\$1.50
Entertainment/attractions	\$25.80	\$14.10
Other	\$2.00	\$5.10
<b>Total</b>	<b>\$125.80</b>	<b>\$216.90</b>



**From:** [Julie Zimmerman](#)  
**To:** [Valerie Halter](#)  
**Subject:** RE: Question  
**Date:** Thursday, October 03, 2024 8:09:35 AM

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Yes

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**From:** Valerie Halter [mailto:vhalter@lambertonmn.com]  
**Sent:** Wednesday, October 2, 2024 4:50 PM  
**To:** Julie Zimmerman <Julie\_Z@CO.REDWOOD.MN.US>  
**Subject:** Question

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We received that Expiration of Redemption on the Stillo property.

If it comes up for auction, are we allowed to bid on it since we are listed in the loan?

Thanks so much!

**Valerie Halter**

City Clerk



112 2<sup>nd</sup> Ave.

PO Box 356

Lamberton, MN 56152

Office: 507-752-7601

FAX: 507-752-7117

[www.lambertonmn.com](http://www.lambertonmn.com)

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**From:** [League of Minnesota Cities](#)  
**To:** [Clerk](#)  
**Subject:** 2025 Membership Dues Invoice  
**Date:** Friday, September 13, 2024 4:47:53 PM  
**Attachments:** [Membership Dues Invoice Orders 411504\\_57479.pdf](#)

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Dear city official,

Greetings from the Board of Directors and staff at the League of Minnesota Cities. We are writing to let you know that following discussions at its August meeting, the Board adopted a 6% final dues schedule increase for the League's 2025 fiscal year. Earlier this summer, the membership of the League voted to move to a calendar year for the League's fiscal year starting on January 1, 2026. To account for the adjustment, the League's FY 2025 budget will be spread over 16 months instead of 12 months, from Sept. 1, 2024 through Dec. 31, 2025.

Because of the fiscal year change, members are receiving two dues invoices: one included in this mailing is for an amount equal to four months of membership costs, and a second invoice in January 2025 will cover the next 12 months of the extended 16-month fiscal year. Starting in 2026, members will receive one annual invoice each January.

Our budget and financial planning helps to ensure that the League continues to deliver services you need while also broadening the League's capacity to respond to emerging issues and trends that affect all our members. The increase in the dues enables bolstering of resources in our intergovernmental relations and human resources departments, and our General Counsel's office.

The attached invoice is due September 2024. Your second invoice that covers the remaining 12 months of the 16-month fiscal year will be sent to you in January. Please note that while the scheduled dues increase is 6%, any shift in your city's population over the past year might have an additional effect on the total dues your city pays for the coming fiscal year. To learn more about how your dues are calculated, visit [lmc.org/dues](http://lmc.org/dues).

Thank you for your continued support of League services and your partnership with our 830+ members to keep our association fiscally healthy and relevant. Feel free to reach out to us at any time if you have questions about changes to the League's fiscal year, your city's dues, or your League membership.

Justin Miller  
President

Luke Fischer  
Executive Director

